

TENDER DOCUMENT

FOR

**Structural Retrofitting based on Structural
safety Audit by IIT Roorkee**

for

'Sunbreeze' project, Gurugram

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SECTION-1

Notice Inviting Tender

Notice Inviting Tender (NIT)

1. M/s Unitech Limited (hereinafter referred to as the Employer), invites tenders from experienced and eligible agencies in the field of Structural Rehabilitation/ Repair/ Retrofitting/Crack Repair/Seismic Retrofitting/Special Structural Repair of RCC works as per Schedule as under:

Sr. No.	Subject	Description
(i)	Tender Document No.	UL/RE/GRG/Sunbreeze/2023/507
(ii)	Bidding Process	Two envelope bidding System (i) To be uploaded/ filled as per the instructions given in e-Tendering Procedure at Annexure - III.
(iii)	Name of the Work	"Structural retrofitting based on Structural safety Audit by IIT Roorkee for 'Sunbreeze' project, Gurugram"
(iv)	Brief Scope of Work	"Structural retrofitting based on Structural safety Audit by IIT Roorkee for 'Sunbreeze' project, Gurugram"
(v)	Estimated Cost	Rs. 1,84,02,850 /-
(vi)	Period of Completion	2 Months
(vii)	Earnest Money Deposit	Rs. 10,000/- (In Words) Ten Thousand Only. The successful tenderer shall have to deposit the balance amount of EMD equal to 1% of cost of the project along with the Performance bank guarantee. Bank Details of the Employer for Preparation of bank Guarantee only Name of Beneficiary:- Unitech Limited Bank:- ICICI Bank Limited Current A/c No 245105001682 IFSC Code:- ICICI0002451 CIF ID:- 587747798
(viii)	Non-refundable cost of Tender document	Nil
(ix)	Non-refundable e-Tender processing fee	Rs. 2,000/- + GST@ 18% through e- payment gateway
(x)	Site Visit with PMC/ Employer	On 10.11.2023 at 11:00 Hrs (IST)
(xi)	Site Visit – Contact information	Bidder may contact Mr. Rahul Kumar (REPL) Contact no. 9990672188 for conducting site visit.

Sr. No.	Subject	Description
(xii)	Last date of receipt of Bidder's Queries in consolidated form	14.11.2023 Mr. Rahul Kumar (REPL) on Email id :- REPL@unitechgroup.com
(xiii)	Virtual Pre-Tender Meeting (Time & Venue)	16.11.2023 at by 15:00 Hrs (IST)
(xiv)	Last date & time of submission of Online Tender	Up to 08.12.2023 by 16.00 Hrs (IST)
(xv)	Last date & time of submission of Hard Copy of original EMD and other doc. as per NIT Clause 15 Page 14	Within 3 days after Last date & time of submission of Online Tender To Mr. Sanjay Tyagi Unitech Limited at 13th Floor, Signature Tower-B, Sector 30, South City-1, Gurugram-122001 Haryana.
(xvi)	Date & Time of Opening of Technical Bids	On 11.12.23 at 11:00 Hrs (IST)
(xvii)	Intimation of technically qualified bids.	To be notified Later
(xviii)	Date & time of opening of Financial Bids of technically qualified bidders.	To be notified Later
(xix)	Validity of offer	180 days from the last date of submission of bid.

1.2 The tender document can be downloaded from the website www.unitechgroup.com

1.3 Corrigendum, if any, would appear only on the website and not to be published in any Newspaper.

2.0 Eligibility Criteria:

The interested bidders should meet the following qualifying criteria:

2.1 Work Experience:

- (i) Experience of having successfully completed similar works during the last 07 (seven) years ending previous day of last date of submission of tenders.
 - (a) Three similar works each costing not less than 40% of the estimated cost put to tender, OR
 - (b) Two similar works each costing not less than 60% of the estimated cost put to tender, OR
 - (c) One similar work costing not less than 80% of the estimated cost put to tender.

“Similar work shall mean work of Structural Rehabilitation/Rehabilitation and Repair/ Retrofitting/Crack Repair/Seismic Retrofitting/Special Structural Repair of any RCC work.

Notes: -

- (i) The past experience in similar nature of work should be supported by certificates i.e. copies of Letter of Award & Completion Certificate issued by the respective Employer's organizations. In case, the work experience is of Private sector, the said certificates shall be supported with copies of Corresponding TDS Certificates. Value of work will be computed from the amount reflected in the TDS Certificates in conjunction with the completion certificate.
- (ii) The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to the date of submission of tenders including extension(s) given, if any.
- (iii) The values of completed work shall be exclusive of Service Tax/GST. Bidder shall produce documentary evidence against the Taxes & Duties applicable against the concerned job(s). In case the value of job submitted by the bidder does not have clarity with regard to inclusion/exclusion of Service tax/GST, the amount appearing in the Completion Certificate, the bidder shall provide statutory auditors certificates clearly stating the service tax/GST in the computation to arrive at the completed work value in conjunction with the completion certificate. In case where such certification is not provided or the completion certificate does not have clarity, the value of completed work shall be considered inclusive of applicable GST @18% tax and shall be evaluated accordingly.
- (iv) Joint venture/ consortium of firms/ companies shall not be allowed, and the bidder should meet the above criteria himself.
- (v) **Certificates of Subsidiary/ Group Companies:**
 - (a) Any company/ firm while submitting the bid can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company.
 - (b) In case, the companies/ firms, which intend to get qualified on the basis of experience of the parent company/Group Company, the same shall not be considered. However, for the purpose of clarification, the parent company by itself only can submit the bid.
 - (c) In case, the companies/ firms, which intend to get qualified on the basis of experience of their own works/in-house works, the same shall not be considered.
 - (d) In case of a Company/ firm, formed after merger and/ or

acquisition of other companies/ firms, past experience and other antecedents 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 relevant to the claimed experience.

(vi) **Foreign Certificate:**

- (a) In case the work experience is for the work executed outside India, the bidders must submit the completion/ experience certificate issued by the owner duly signed & stamped and a self-attested undertaking towards 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.
- (b) In the event of submission of completion/ experience certificate by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by Chamber of Commerce of the respective country and attested by the Indian Embassy/ Consulate/ High Commission of the respective country.
- (c) For the purpose of evaluation of bidders, the conversion rate of such currency into INR shall be arrived at by the daily representative exchange rate published by the IMF as of 7 (Seven) days prior to last date of Submission of bid including extension(s) given, if any.

- (vii) a. The bidder should be an authorized applicator of Retrofitting/structural repair chemical manufacturing company (Fosroc/Sika/MC-Bauchemie). In support of above, the bidder should submit a certificate of applicator ship from the manufacturer and an undertaking from the manufacturer that *"Agency (bidder's Name) is our authorized applicator and we undertake that the agency will work under our overall supervision and control for the above mentioned work during execution to ensure quality of construction/repair work/retro fittings, material/chemicals to be use and workmanship. We will give back to back material warranty for the chemical/Material supplied by us"*.
- b. Manufacturer shall give Material Warranty of the materials/chemicals to be used. A written confirmatory certificate issued by the manufacturer in support of this shall be submitted by bidder along with bid.

2.2 Financial Strength:

- (i) The Average annual financial turnover for last 3 years shall be at least 50% of the estimated cost put to tender. The requisite Turn-over shall be duly certified by a Chartered Accountant/ Statutory auditor with his Seal/ signatures and registration number. In case of Companies/ Firms less than 3 years old, the Average annual financial turnover shall be worked out as relevant to the available period only.
- (ii) Net Worth of the company/ firm as on the last day of preceding Financial Year should be positive.

Net worth means paid-up share capital, Share Application Money pending allotment* and reserves # less accumulated losses and deferred expenditure to the extent not written off. Net worth has been calculated using the following formula.

Reserves to be considered for the purpose of Net worth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

** Share Application Money pending allotment will be considered only in respect of share to be allotted.*

Paid up share capital	
Add: Share Application Money pending allotment	
Add: Reserves (As defined Above)	
Less: accumulated losses	
Less: Deferred Revenue Expenditure to the extent not written off	
Net Worth	

Notes:-

The bidders are required to upload and submit one page of summarized Balance Sheet (Audited) and also one page of summarized Profit & Loss Account (Audited) for the last three years.

- 3.0** The intending bidder must read the terms and conditions of this document carefully including the checklist at **Annexure-IV**. He should submit his tender only if he considers himself eligible and he is in possession of all the documents required. Information and Instructions/addendums for bidders posted on Website(s) shall form part of the Tender Document.
- 4.0** The Tender Document, as uploaded, can be viewed and downloaded free of cost by the intending tenderer. However, the tender can be submitted only after payment of (a) Non-refundable Tender Processing Fee and (b) EMD

through e- payment gateway / Bank Guarantee of equivalent amount & all other documents shall be as per Notice Inviting e-tender.

5.0 Set of Contract/ Tender Documents:

The following documents will constitute set of tender documents:

- (i) Notice Inviting e-Tender
- (ii) Summary of price
- (iii) Instructions to Tenderers & General Conditions of Contract
- (iv) Technical Specifications
- (v) Bill of Quantities
- (vi) List of approved makes of materials
- (vii) Tender Drawings
- (viii) GENERAL DETAILS Annexure-I
- (ix) Acceptance of Tender Conditions
- (x) Integrity Pact at Annexure-II (To be signed and stamped by the contractors and scanned copy to be uploaded with the bid)
- (xi) Addendum/ Corrigendum, if any, - Duly signed by the authorized person
- (xii) Special Conditions of Contract
- (xiii) Pre-Tender clarifications, if any

6.0 The bidders are required to quote strictly as per terms and conditions, specifications, standards given in the tender documents and is not allowed to stipulate any deviations/ conditions.

The bidders are advised to submit complete details with their bids as Technical Bid Evaluation will be done on the basis of documents uploaded on the website by the bidders with the bids. The procedure for e-Tendering, including the maximum allowable file size for the upload, is described at **Annexure-III** and must be complied by the tenderer for successful bid submission. The information should be submitted in the prescribed Performa and only in PDF format as per the sequence defined in the checklist at **Annexure IV**. All pages of all submittals are to be duly signed/attested by the authorised signatory of the bidder along with the company seal.

Bids with Incomplete / Ambiguous information will be rejected.

The Bank Guarantee for EMD submitted by the bidders shall be strictly in the format prescribed in the General Conditions of Contract GCC. In case, EMD is not found verbatim in the prescribed format, the bid will be liable for rejection.

7.0 The bidders are advised in their own interest to submit their bid documents well in advance from last date/ time of submission of bids so as to avoid

problems which the bidders may face in submission at the last moment/during rush hours for the purpose of uploading the bids.

8.0 On the opening date, the tenderer can login and see the tender opening process.

9.0 Notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the tenderer to perform the contract in the overall interest of work. In case, bidder's capabilities and capacities are not found satisfactory, the Employer reserves the right to reject the tender and the bidder will have no objection to it.

10.0 Certificate of Financial Turn Over:

The submission at Clause 2.2 part (ii) (b) above of the audited balance sheet and P&L account, the bidder shall upload the certificate duly attested by the Chartered Accountant/statutory auditor mentioning the Financial Turnover of last 3 years, however, the entire voluminous balance sheets or P&L accounts are not to be uploaded. Only one page of summarized balance sheet (Audited) and one page of summarized Profit & Loss Account (Audited) copy for last 03 years shall be uploaded and the same shall also be submitted in hard copy.

11.0 The bidder must ensure to quote rates for individual items in figures and words. The Rate shall be quoted up to two decimals places. Discrepancy, if any in the rates quoted in figures and words, the rate quoted by bidder in words shall be considered for evaluation purpose.

12.0 The tenderer(s) if required, may submit queries, if any, through E-mail REPL@unitechgroup.com and in writing to the Employer to seek clarifications within 10 days from the date of uploading of Tender on website but latest by **14-11-2023** so as to reach the office. The Employer will respond to only those queries which are essentially required for submission of bids. The Employer may not respond to the queries which are not considered fit, viz. replies of which can be implied/ found in the NIT/ Tender documents or which are not relevant or in contravention to NIT/ Tender Documents and the queries received after due date. Technical Bids are to be opened on the scheduled dates. **Requests for Extension of Bid submission will not be entertained.**

The Pre-Bid meeting shall be attended by the intending bidders only and not by vendors/ manufacturers. The intending bidders should depute their authorized person with authorization letter in original to attend the pre-bid meeting.

13.0 Integrity Pact

Integrity Pact at **Annexure-II** duly signed and stamped by the tenderer, shall be submitted. Any tenderer submitting the bid without the integrity Pact shall be liable for rejection.

14.0 The Bidder shall submit an affidavit disclosing therein that no criminal case against him/ company, in relation to his normal course of business, is pending at any level including any inquiry by the Central Bureau of Investigation (CBI)/ Enforcement Directorate (ED).

15.0 List of Documents to be scanned, uploaded and also to be submitted in hard copy within the period as prescribed in NIT:

- (i) If EMD submit as BG, upload scanned copy of Bank Guarantee
- (ii) GENERAL DETAILS as per Annexure-I.
- (iii) Unconditional Letter of Acceptance of Tender Conditions (in original) on the Letter Head of the Applicant/ Bidder.
- (iv) Integrity pact as per Annexure -II.
- (v) Details of Work Experience Certificates –FORM A.
- (vi) Details of Similar Works – FORM B.
- (vii) Financial Details - FORM C.
- (viii) TDS details for Private Sector Projects – FORM D.
- (ix) Self-certified copy of Bank Solvency Certificate - FORM E.
- (x) Documents regarding Net Worth of the Company/ Firm.
- (xi) General Information – Form F.
- (xii) Work Experience Certificates consisting of details as mentioned in Form G.
- (xiii) Affidavit duly notarized by Notary Public on Non-Judicial Stamp Paper of Rs. 100/- for correctness of Documents /Information – Form H.
- (xiv) Power of Attorney in the name of the person authorized for signing/ submitting the tender.
- (xv) E-payment Transaction details towards cost of e-tender processing fee.
- (xvi) Valid GST registration/ EPF registration/ PAN No.
- (xvii) All pages of the entire Corrigendum (if any) duly signed by the authorized person.
- (xviii) Registration Details of the bidder in the GST Act – Form I.
- (xix) Checklist compliance as per Annexure IV.

Notes:

- (i) All the uploaded documents should be in readable, printable and legible form, failing which the bids are liable for rejection. The document submitted in hard copy should be indexed and duly page numbered in the sequence as per the checklist at Annexure IV.

- (ii) In case of foreign bidders participating individually, the bidder is exempted from submission of GST/ EPF/ ESIC registration/ PAN etc. including all other statutory registrations/ permissions/ approvals for executing work in India during bid submission. However, foreign bidders have to submit undertaking on a pre-approved format stating that they will be complying with such mandatory requirements within 60 days of issue of Letter of award. Such format, for the purposes of approval, should reach the Employer on or before the date of the Pre-bid meeting.
 - (iii) The Contract agreement shall be signed with successful Bidder only after meeting out all above requirements. No payment during the execution of work shall be released till the compliance to above requirements. In case of non-fulfilment of any such requirement by the successful bidder within the stipulated time period, the EMD shall be forfeited, and the bidder will be put under holiday list of M/s Unitech Ltd.
 - (iv) The foreign bidder can provide the credit limit documents in lieu of Solvency Certificate.
- 16.0** No Clarification will be sought in case of EMD of requisite amount, Letter of Waiver as per Section 4 (Forms and formats) and Affidavit as per Form H of Section 2 of the bidding document. In such cases the bid shall be rejected out rightly without seeking any further clarification/document.
- 17.0** The Employer reserves the right to reject any or all tenders or cancel/withdraw the invitation for bid without assigning any reasons whatsoever thereof. The Employer does not bind itself to accept lowest tender and reserves the right to negotiate post the financial bid opening if it may so deem fit.
- 18.0** Canvassing in connection in the overall tender award process is strictly prohibited, and such canvassed tenders submitted by the bidder will be liable to be rejected and his earnest money shall be forfeited.
- 19.0** In case of any query, please contact **Mr. Rahul Kumar (REPL)** Ph. No +91-9990672188 during Office hours on all working days.

(.....)

Annexure - I
General Details

Sl. No.	Description	Values/ Description to be Applicable for Relevant Clause(s)
1	Name of Work	"Structural retrofitting based on Structural safety Audit by IIT Roorkee for 'Sunbreeze' project, Gurugram"
2	Employer	M/s Unitech Limited
3	Type of Tender	Item rate
4	Earnest Money Deposit	Rs 10,000/- (Rupees Ten thousand only) The successful tenderer shall have to deposit the balance amount of EMD equal to 1% of Contact value along with the Performance bank guarantee.
5	Estimated Cost	Rs. 1,84,02,850 /-
6	Time allowed for Completion of Work	2 Months
7	Mobilization Advance	Up to 5% of contract value
8	Rate of interest on Mobilization Advance	Mobilization Advance shall bear an Interest @ 9% per annum
9	Validity of Tender	180 days from the last date of submission of bid.
10	Performance Guarantee	5% (Five Per cent only) of contract value to be submitted within 15 days of issue of Letter of Award. The warranty against the execution of work and the materials shall have to be furnished by the tenderer for a period of 10 years after completion of work, supported by additional Performance bank Guarantee (PBG) to the extent of 5% of the completed value of the work. This shall be in addition to the PBG of 5% and the Retention Money as per standard conditions of the Tender Document.
11	Security Deposit/ Retention Money	5% (Five Per cent Only) of the gross value of each running/ final bill.
12	Start date of Contract	The date of start of contract shall be reckoned from 7 th day from the date of issue of letter of Award.
13	Defect Liability Period	10 years from the date of Issuance of Completion Certificate by the Employer.

SECTION - 2

Instructions to Tenderers

Instructions to Tenderers (ITT)

1. Online item rate open tenders are invited from eligible agencies for “Structural retrofitting based on Structural safety Audit by IIT Roorkee for ‘Sunbreeze’ project, Gurugram”
2. The work is estimated to cost Rs **1,84,02,850 /-**
3. The tender document, as uploaded, can be seen on website www.unitechgroup.com and can be downloaded free of cost.
4. **Earnest Money Deposit**
 - (i) Earnest Money Deposit (EMD) i.e. Rs 10,000/- to be paid online on the e-Tendering portal or as a Bank Guarantee (BG) of equivalent amount.
 - (ii) If the EMD is not paid through the online mode, the scanned copy of B.G. should be uploaded on the e-Tendering portal at the time of tender submission. The Original copy of B.G. shall be submitted to the Employer along with hard copy of the Tender or as and when demanded by them, failing which the Employer have the right to reject the Bid. The EMD shall be payable to the Employer without any condition(s), recourse or reservations.
 - (iii) The EMD shall be valid for a minimum period of 180 (One Hundred Eighty) days from the last date of submission of Tender.
 - (iv) The Employer will verify all EMD submitted as a BG with the issuing bank. In case the BG is not confirmed by the bank the bid will be marked as unresponsive and will be rejected.
 - (v) The EMD of unsuccessful bidders will be returned within 15 days after the award of work to the successful bidder or within 180 days from the date of opening of the financial bid, whichever is earlier.
 - (vi) The EMD of the successful bidder will be discharged after the contractor has furnished the performance guarantee.
 - (vii) No interest shall be paid by the Employer on the EMD.
 - (viii) The EMD shall be forfeited in the following events:
 - (a) If the bidder withdraws the bid after bid opening during the period of validity;
 - (b) Any unilateral revision in the offer made by the tenderer during the validity of the offer.
 - (c) Upon non-acceptance of LOI/ LOA by bidder, if and when issued by the Employer.
 - (d) In the case of a successful bidder, if the bidder fails to sign the contract Agreement within 15 days from the date of issue of LOA or furnish the required Performance Guarantee or fail to mobilise within 30 days of the LOA/LOI.

- (e) If any bidder furnishes any incorrect or false statement/ information/ document.
 - (f) If bidder commits any breach of the Integrity Pact.
5. Interested bidder, who intends to participate in the tender, has to make following payments online
- (a) Cost of e-Tender Processing Fee (Non- refundable) – Rs. 2,000.00 + GST @ 18%
 - (b) EMD amount as specified in previous section. To be paid online or as BG. In case of BG the scanned copy of BG shall be uploaded on the portal failing which the bid will be rejected.
6. Online technical tender documents only of those tenderers shall be opened, whose Earnest Money Deposit and e-Tender Processing Fee and other documents submitted are found in order. The Financial Bids of only those tenderers will be opened whose technical bid documents are complete in all respect and meet the qualification criteria.
7. **Validity of Tender**
- The tender for the works shall remain open for acceptance by the bidder for a period of 180 days from the date of last date of submission of bid. If any tenderer withdraws his tender before the said period or issue of letter of award, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Employer, then the Employer shall, without prejudice to any other right or remedy, be at a liberty to forfeit the Earnest Money Deposit of the bidder. Further, the tenderers shall be put under holiday list of the Employer and its parent company M/s Unitech Ltd.
8. The tender submitted shall become invalid if:
- (a) The tenderer is found ineligible on technical evaluation.
 - (b) The tenderer does not upload all the documents as stipulated in the tender document.
9. **Acceptance of Tender**
- The Employer reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever.
10. The bid shall be submitted strictly in accordance with the conditions of Contract and instructions to tenderer. 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.
11. On acceptance of tender, the name of the authorised representative(s) of

the contractor, who would be responsible for taking instructions from the Engineer-in-Charge, shall be intimated by the contractor within 15 days of issue date of Letter of Award by the Employer.

12. The tenderer is not permitted to bid for the works if his family member or a close relative is posted in the project office or concerned Zonal Office of the Employer or its parent company Unitech Limited, unless otherwise permitted. 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 close relatives to any of the officers of the Employer or its parent company Unitech Limited through the entire duration/ time period of the project. 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 Deposit and Security Deposit. This may also debar the contractor from tendering for other/ future works of the Employer or its parent company Unitech Ltd. For the purpose of operation of this clause, a close relative shall mean wife, husband, parents, grandparents, children, grandchildren, brothers, sisters, uncles, aunts, cousins and their corresponding in-laws.
13. The time for completion of the work as contained in contract shall be as per “GENERAL DETAILS - **Annexure-I**”.
14. Canvassing, whether directly or indirectly, with Employers/ PMC is strictly prohibited, and the tenders submitted by the bidders, who resort to canvassing, will be liable for rejection.
15. The tender award, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of Award/ Letter of Work Order, Bill of Quantities, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings. The tenderers shall be deemed to have gone through the various site conditions that may affect his price/ rates before quoting their rates for the work. No claim whatsoever against the foregoing shall be entertained at any stage after the award of works.
16. The drawings issued with the tender documents are indicative. Works shall be carried out as per “Shop drawings and methodology for execution of the works submitted by bidder and approved thereof by PMC/IIT.
17. **Addenda/ Corrigenda**
Addenda/Corrigenda to the tender documents may be issued at least three days prior to last date of submission of the tender to clarify or effect modification in specification(s) and/or contract terms included in various sections of the tender document. 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 & acceptance and submit along with the tender

document as per **Annexure - IV**. All addenda/ Corrigenda shall be signed and stamped on each page by the tenderer and shall become part of the tender and contract documents.

18. Site Visit and Collecting Local Information

Before tendering, the tenderers are advised to visit the site of work, the present status of the project/ work, its surroundings to assess and satisfy themselves about the local conditions such as the status of the project, working and other constraints at site, approach roads to the site, availability of water & electrical power supply, application of taxes/ duties/ levies/ Toll/ Octroi as applicable & any other relevant information required by them to execute the complete scope of work. Tenderer shall be deemed to have considered the above site and local conditions whether he has inspected the site or not and to have satisfied himself in all respect before quoting his rates so as not to raise any claims or extra charges whatsoever in this regard during the entire duration of the project execution, upon completion or during the defect liability period. No claims or extra charges whatsoever shall be entertained/ payable by the Employer on a later date after award of work.

19. Access by Road

- (i) Contractor, if necessary, shall build temporary access roads/paths to the site of work at his own cost to make the site accessible. The Contractor shall maintain the same at all the times at his own cost. The contractor shall be required to permit the use of any access roads so constructed by him for vehicles of the Employer or any other agencies/ contractors who may be engaged on the project site without any charges whatsoever.

20. Handing Over & Clearing of Site

- (i) The Contractor should note that the 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 require to be carried out in constrained conditions. 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 completion time of the contract.
- (ii) Efforts will be made by the Engineer-in-Charge/ Employer 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, the Employer shall only consider suitable extension of time for the execution of the work. It should be clearly understood that the Employer shall not consider any revision in contract price or any other Compensation whatsoever viz. towards any idling of Contractor's labour, equipment etc.
- (iii) Old/ Temporary structures on the site of work, if required, shall be

demolished by the contractor properly at his own cost.

- (iv) The information about the public utilities (whether over ground or underground) like electrical/ telephone/ water supply lines, OFC Cables, open drain etc. is the responsibility of contractor to ascertain through the site investigation whether the utilities will affect the works.
- (v) The contractor shall be responsible for obtaining approvals, if any from the respective statutory authorities. The Employer shall only assist the contractor in obtaining the approvals from the concerned statutory authorities.
- (vi) Any services affected by the works must be temporarily supported by the bidder/ contractor who shall also take all reasonable measures required to protect the services and property of various government/ private bodies during the progress of works. The cost towards the same is deemed to be a part of the contract bid, and no extra payment shall be made to the contractor for the same.

21. Scope of Work

- (i) The scope of work covered in this tender shall be as per the Bill of Quantities, specifications, drawings, instructions, orders issued to the contractor from time to time during the execution of work. The drawings for this work, which may be referred for tendering, provide general information about the work to be performed under the scope of this contract. These may not be the final drawings and may not indicate the full range of the work under the scope of this contract. It shall be the responsibility of the contractor to incorporate the changes that may be in this scope of work, envisaged at the time of tendering and as actually required to be executed.
- (ii) The quantities of various items as entered in the "BILL OF QUANTITIES" are approximate and may vary depending upon the actual requirement of the work. The contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items specified in the bill of quantities at the unit rates quoted by the bidder for respective items.

22. Approval of Temporary / Enabling Works

The setting and nature of all offices, huts, access road to the work and all other temporary works as may be required for proper execution of the works shall be subject to the approval of the Engineer- in-Charge. All the equipment, labour, material including cement, reinforcement and the structural steel required for the enabling/ temporary works associated with the entire Contract shall have to be arranged by the Contractor only and at his own costs and is deemed to be considered in the bid price. Nothing extra shall be paid to the Contractor on this account.

23. Clarifications after Tender Submission

Tenderer's attention is drawn to the fact that during the period the tenders are

under consideration, the tenderers are advised to refrain from contacting the Employer and/or his employees/ representatives on matters related to the tender under consideration and that, if necessary, Employer/ PMC will obtain clarifications in writing or as may be necessary.

24. Order of Precedence of Documents

In case of any difference, contradiction, discrepancy, regarding the conditions of contract, specifications, drawings, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence:

- (i) Contract Agreement
- (ii) Letter of Award
- (iii) Bill of Quantities
- (iv) Approved drawings for work
- (v) Technical Specifications
- (vi) Special Conditions of Contract
- (vii) Instructions to Tenderers
- (viii) General Conditions of Contract
- (ix) Others

Annexure - II

Integrity Pact

To be executed Between

The Employer and its representatives such as the PMC/TPIA hereinafter referred to as **“The Principal”** (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

..... hereinafter referred to as **“The Bidder/ Contractor”** (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

Preamble

1. Unitech Limited, along with its project owning subsidiaries, being the Employer, is in the process of inviting proposals & bids and award of contracts for procurement, works, goods and services, for completion of its various residential and commercial projects in fulfilment of its given mandate.
2. The Employer places a very high value to the overall integrity, probity and honesty, promoting economic use of resources, and ensure fairness/transparency in its relations with its Bidder(s) and/ or Contractor(s). In order to ensure that highest level of integrity, transparency and trustworthiness is maintained throughout the execution and completion of all its projects, the Employer proposes to adopt and follow an ‘Integrity Pact’ with the prospective bidders/ contractors. The Integrity Pact is applicable to all the stakeholders i.e. the Contractors and their personnel, the Project Management Consulting agencies and staff, the Engineers India Limited (EIL) and their staff in its role as the Third Party Monitoring Agency, and above all, the Employer and its staff. It seeks the commitment of all persons engaged on these projects on whosoever’s behalf to perform without compromising on any aspect, or resorting to any unethical or corrupt practices in any aspect/ stage of the contract, or exercise any unwarranted influence or be influenced on any aspect of the contract or transaction. Only those bidders/ contractors, who commit themselves to this Integrity Pact, would be considered eligible to participate in the bidding process.
3. In order to achieve these goals, the Employer, the EIL and the Project Management Consultants (appointed by the Employer) will monitor the tender process and execution of the contract for compliance with the principles mentioned above.

Section -1: Commitments of the Employer

Unitech Group, along with its staff, commit itself to take all measures necessary to prevent any form of corruption and to observe the following principles:-

- (i) No employee of the Employer or the PMC or the Third Party Inspection & Monitoring Agency (appointed by the Employer) personally or through any other persons/ family members, will take a promise or demand or accept for self or third person, any material or other benefit or consideration, which the person is not legally entitled to in connection with the tender, or the execution of a contract.

- (ii) The Employer or its agents (i.e. the PMCs and the TPIA) will treat all Bidder (s) with equity, fairness and transparency during the tender process. It 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 unfair advantage in relation to the process or the contract execution.

Section -2: Commitments of Bidders (s)/ Contractor(s)

The Bidder(s)/Contractor(s) shall also commit himself/herself/ themselves to take all measures necessary to prevent all forms of corruption. The Bidder commits himself/herself to observe the following principles during his/her participation in the tender process and thereafter during the contract execution.

- (i) The Bidder(s)/ Contractor(s) shall not, directly or through any other persons or firm, offer, promise or give to any Employee of the Employer or its agents (PMCs and TPIA) 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 during the tender process or during the execution of the contract.
- (ii) The Bidder(s)/ Contractor(s) shall not enter into any undisclosed agreement or understanding, whether formal or informal, whether collusive or otherwise, with other Bidders. 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 in any manner.
- (iii) The Bidder(s)/ Contractor(s) shall not commit any offence surrounding the observance of integrity under any law. The Bidder(s)/ Contractors will not indulge in any improper use of any information or document provided by the Employer or its agents in the course of a business relationship, for purposes of competition or personal gain, or pass on to others such information or documents regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (iv) In case of sub-contracting, Bidder (s)/ Contractor(s) shall also like-wise ensure the adoption and signing of the Integrity Pact by the respective sub-contractors.
- (v) The Bidder(s)/ Contractor(s) shall, when presenting their/ its bid, faithfully disclose any and all payments he/she/it has made or committed or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

Section-3: Equal treatment of the Bidders/Contractors/Subcontractors.

- (i) The bidders(s)/ contractor(s) undertake(s) to obtain a commitment in conformity with this integrity pact from all the sub-contractors.
- (ii) The Employer shall enter into agreements with identical conditions with all bidders and contractors.
- (iii) Employer will disqualify the bidders, who do not sign this Integrity Pact or violate its provisions, from the tender process.

Section-4: Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/ Contractor(s), before award or during the project 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 Employer is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process and restrict the Bidder (s)/ Contractor(s) from participating in future tenders of the Employer for a period of two years.

Section-5: Compensation for Damages

If the Employer has disqualified the Bidder(s) from the tender process prior to the award of the contract in terms of Section 4, the Employer shall be entitled to demand and recover the amount equivalent to Earnest Money Deposit towards compensation for damages.

Section – 6: Integrity Pact Duration

- (i) This Integrity pact comes into effect as soon as it is signed by both parties. It shall expire for the Contractor(s) 12 months after the Completion of the work, and 03 months for other unsuccessful Bidder(s) after the contract has been awarded.
- (ii) If any complaint is made/ lodged by either Party to the Employer during the periods mentioned in (i) above, the management would be at liberty to take such action as may be deemed appropriate.

Section – 7: Miscellaneous

- (i) If the Bidder(s)/ Contractor(s) is/are a partnership firm or a consortium or a joint venture, the Integrity Pact shall be signed by all members of the partnership firm or the consortium or the Joint Venture, as the case may be.
- (ii) Any dispute or difference arising between the parties with regard to the terms of this Integrity Pact/Agreement, any action taken by the Employer in accordance with this Integrity Pact/ Agreement or interpretation thereof shall not be subject to arbitration.
- (iii) This agreement shall be governed by the Indian laws for the time being in force. The Courts in Delhi, having the ordinary original civil jurisdiction will have the authority to deal with matters arising from this Pact/ Agreement.

(For and on behalf of the Principal)	(For and on behalf of Bidders/Contractors)
(Official Seal)	(Official Seal)
Witness-1	Witness -2
<Name>	<Name>
<Address>	<Address>

Place: _____

Date: _____

Annexure - III

Procedure for e-Tendering

Bidders intending to participate in the tenders of Unitech Group have to register first on the e-Tendering portal of Unitech Limited. For this purpose, the authorized representative of the bidder must possess a Class 3 DSC (Digital Signature Certificate). Registration and participation of the bid has to be done at etenders.unitechgroup.com.

1. Registration / Empanelment

Registration includes issuance of a unique User ID to each Bidder by the system. The request for the same is made online. The Bidder fills in the basic identification information during the registration process. The approval of registration will be automatic via email verification. Registration and approval are mandatory to be able to operate as a Bidder on the e-tendering processes.

2. File Size

The documents required to be submitted are given in Annexure-III of Section-2. Five (5) Buckets of different documents have been made in such a manner that each document size is within 25 MB, which is the maximum limit for uploading the said document. This arrangement must be strictly adhered to overcome any problems qua e-filing of documents.

3. Bidder Information Update

Bidder information can be updated as and when required by Bidders online by going on to "Edit Profile". The changes may be subject to Employer approval depending on configuration.

4. Update of Digital Signature Certificate (DSC)

The Digital Signature Certificate (DSC) is required to be registered by each bidder on the System. Since DSCs are valid for a limited period, the digital certificates need to be updated (re-registered) online from time to time. Bidders can participate in a bid only by using their DSC.

5. Public View of Tenders

5.1 View of tender notices/ Notice Inviting Tenders

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the tendering portal on the homepage at <https://etenders.unitechgroup.com>. The tender documents can be downloaded from the portal.

5.2 View of in-process tenders

The list of live tenders is available to bidders at the home page of the eTendering portal. However, details of the participants who have downloaded

the tender or from whom the bids are received are not made available in order to maintain the confidentiality of identities of bidders and transparency of the procurement process until the process of tender opening has been initiated. The list shows the status of each tender and allows viewing of the tender notices of these tenders.

5.3 View of completed tenders

Bidders will be able to view their completed tenders online on the portal.

5.4 View of opened bids

- (i) The participating bidder will be able to view only his opened technical bid.
- (ii) The participating bidder, whose technical bid is qualified, will be able to view all the financial bids on the date of opening of financial bids.

5.5 Key Dates

The bidders are strictly advised to follow dates and times as indicated in the tender document. The data and time shall be binding to all bidders. All online activities are time tracked and the system enforces time locks to ensure that no activity or transaction can take place outside the start and end dates and the time of stage as defined in the tender document.

6. Bid Preparation

Bid preparation must be done online. In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be downloaded from home page of the website - <https://etenders.unitechgroup.com>

6.1 Filling up the bid forms

Bid forms are in tabular format. Each bid will be submitted on two envelope formats. Bidder has to fill all forms related with these envelopes. Bid form data can be saved only after encryption with the public key of the Bidder's digital certificate. Data can be edited only after decrypting it with the private key of the Bidder's digital certificate. Unencrypted data cannot be saved in the System.

6.2 Adding attachments

- (i) The attachments, if required, may need to be submitted. Some of these may be mandatory and some not. This is clearly indicated on the form for attachment upload. Extra attachments i.e. the ones not asked for in the tender document can also be uploaded at the choice of the Bidder. Employer has the option to disallow uncalled for attachments.
- (ii) The Bidder has an additional feature of 'Briefcase' where he can keep his commonly used documents. While attaching the same to the tender, he can select document either from the briefcase or he can directly upload the same.

- (iii) **Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope:** The required documents (refer to Tender document) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 25 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.
- (iv) **FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope.**
- (v) Technical and Financial bid submitted on the e-Tendering portal should also to be sent to the employer along with all the documents as prescribed in NIT.

6.3 Validating bid data

Basic validation rules such as item set rules and mandatory field validations are done during validation. Bidder can choose to go back and rework the bid at this stage, if required.

6.4 Bid signing

- (i) Each electronic bid is digitally signed. The server also obtains a digitally signed time stamp for each envelope that can be verified at any later date. Bidders can generate and print proof of Bid submission with time stamping.
- (ii) The System does not allow the process to be carried out before or after the designated time in tender schedule. Bidder can rework on its bid till the last date of bidding. A bidder seeking to withdraw its bid should initiate the “re-submit” button.

6.5 EMD and Tender Document fees

Bids submitted with EMD and tender fees will only for considered for evaluation. The system will not permit submission of Bid without payment of complete fees.

7 Bid Opening

Unitech representative will undertake the bid opening. Bidder will be able to see the status of bid opened. Technical bids will be opened in the first instance. Upon completion of the technical evaluation, the bids will be marked as “qualified” or “not-qualified”. Financial bids of only such bidders, who qualify in the technical bid evaluation, will be opened.

8. Assistance to the Bidders (Help Desk):

E-mail: Support.tenders@unitechgroup.com

Contact No: **8010208825, 9356477055 & 9028672454 (Nextenders**

(India) Pvt. Ltd.) Queries related with e-Tendering only

**Support Timings: Monday to Friday- 09.00 A.M. to 08.00 P.M.
 Saturday- 10.00 A.M. to 04.30 P.M.**

Important Note:-

All queries would require to be registered at our official email-
support.tenders@unitechgroup.com for on-time support. (Only those queries
which are sent through email along with appropriate screenshots or error
description will be considered as registered with the Help-desk). Contact our
helpdesk on or before prior to 4 hours of the scheduled closing date & time of
respective Tender event.

Bidders participating in online tenders shall check the validity of his/her Digital
Signature Certificate before participating in the online Tenders at the portal
<https://etenders.unitechgroup.com>. For help manual please refer to the 'Home
Page' of the eTendering portal <https://etenders.unitechgroup.com>, and click on
the available link 'How to...?' to download the file.

Annexure - IV

Check-list - documents to be submitted along with the bid

(All documents mentioned in the Check-list are to be uploaded as a part of the Technical Bid)

Sr. No.	Description	Reference from Tender	Bucket (Size not exceeding 20MB for each bucket)	Submission Compliance (Yes / No)
Pre-Qualification Documents				
1	If EMD submit as BG, upload scanned copy of Bank Guarantee	As per Form No. VI (Section 4)	Bucket-1	
2	General Details	Annexure-I		
3	Unconditional Letter of Acceptance of Tender Conditions (in original) on the Letter Head of the Applicant/ Bidder.	Section-4		
4	Integrity pact	Annexure-II		
5	Details of Work Experience Certificates	Form-A		
6	Details of Similar Works	Form-B		
7	Financial Details	Form-C		
8	TDS details for Private Sector Projects	Form-D		
9	Documents regarding Net Worth of the Company/ Firm.	2.2(II) & 14(XI) of NIT		
10	Self-certified copy of Bank Solvency Certificate - DELETED	Form-E (DELETED)		
11	Audited summarised Balance Sheet (Last 3 years)	2.2 (ii) Note B of NIT		
12	Audited summarised Profit & Loss Account (Last 3 years)	2.2 (ii) Note B & Para 10 of NIT		
13	General Information	Form-F		
14	Work Experience Certificates	Form-G		
15	Affidavit duly notarized by Notary Public on Non-Judicial Stamp Paper of Rs. 100/- for correctness of Documents /Information	Form-H	Bucket-2	
16	Power of Attorney in the name of the person authorized for signing/ submitting the tender	14(XV) of NIT		
17	E-payment Transaction details towards cost of e-tender processing fee.	6.5 of Annexure-3/ 14(ii) & (xvi) of NIT		

Sr. No.	Description	Reference from Tender	Bucket (Size not exceeding 20MB for each bucket)	Submission Compliance (Yes / No)
18	Registration Details of the bidder in the GST Act	Form-I		
19	Valid GST registration/ EPF registration/ PAN No.	14 (xvii) of NIT & Note -2 of NIT		
20	All pages of the entire Corrigendum/ Addenda (if any) duly signed and stamped by the authorized representative of the tenderer	14(xviii) of NIT	Bucket-3	
Technical Submissions as Part of Bid				
21	Project Execution Plan	18 of GCC	Bucket-4 (To be submitted by successful bidder only)	
22	Overall Project Schedule (Resource loaded-Level 3) along with Critical Path	18 of GCC		
23	Progress 'S' Curves	17.2(IV) of GCC		
24	Manpower and Machinery Deployment	33 of GCC		
25	Details of Software's to be used for planning, material control etc.	17.2(iv)		
26	Any other relevant documents the tenderer wishes to submit to support the bid.	-		
27	Forms and Formats			
I	Declaration By the Bidder Regarding Bidding Document	As per Form No. I (Section 4)	Bucket-5	
II	Letter of Waiver	As per Form No. II (Section 4)		
III	Undertaking For Non-Engagement of Child Labour	As per Form No. III (Section 4)		

Signatures of the Bidders

(Name of the Signatory _____)

Place:

Date:

Form - A

Tender for _____

Mandatory Information Documents**Details of Work Experience Certificates**

Sr. No.		1	2	3	4
1.	Name of Work and its Location				
2.	Name of Employer				
3.	Date & Reference No. of Completion Certificate				
4.	Date of Start				
5.	Date of Planned Completion				
6.	Date of Actual Completion				
7.	Awarded cost of Work (Exc. Tax)				
8.	Cost of Work on Completion (Exc. Tax)				
9.	Value of Tax (as considered in the Completion Certificate)				
10.	Reference and page No. of documentary proof of the detail missing in the Completion Certificate				

1. Certified that the Completion Certificates of above works are enclosed with the Tender Documents;
2. Details mentioned in the above Form are as per Completion Certificates and have not been presumed.

Note: If any detail is not mentioned in the Completion Certificate, documentary proof of details like drawings, LoA, BoQ, Completion Certificate/ Occupation Certificate, copy of final bill, etc. is to be submitted and uploaded on e-Tender Website along with the Completion Certificate.

Signature of the Bidder with Seal.

Form - B

Tender for _____

Mandatory Information Documents**Details of Similar Works**

Sr. No.		1	2	3	4
1.	Name of Work for which Experience Certificate has been submitted				
2.	Name of Employer				
3.	Date & Reference No. of Completion Certificate				
4.	Type of Work				
5.	No. of Basements				
6.	No. of Storeys				
7.	Height of Building (From GF level to Terrace Floor level)				
8.	Reference and page No. of documentary proof of the detail missing in the Completion Certificate				
9.	Any Other				

If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted and uploaded on e-Tender Website along with the Completion Certificate.

Signature of the Bidder with Seal.

Form – C

Tender for _____

Mandatory Financial Documents

Sr. No.	Description	1 st Year (Rs. in Lakh)	2 nd Year (Rs. in Lakh)	3 rd Year (Rs. in Lakh)
		(A)	(B)	(C)
(i)	Profit/ Loss			
(ii)	Gross Annual Turnover of previous 3 financial years ending as on the last date of the preceding Financial Year			
(iii)	Average Annual Turnover for previous 3 Financial Years (Rs. in Lakh) = $(A+B+C)/3$			
(iv)	Net Worth (Paid-up Capital + Reserves) on the last date of the previous Financial Year			
(v)	Bank Solvency amount as mentioned in the bank Solvency Certificate			

Note: This Form-C is to be submitted in Original

1. Summarised page of Audited Profit & Loss Account of previous 03 Financial Years duly certified by the Chartered Accountant/ Statutory Auditor, has been submitted.
2. Summarised page of Audited Balance Sheet of last Financial Year (ending on the last day of the preceding Financial Year) duly certified by the Chartered Accountant/ Statutory Auditor, has been submitted.

Signature of Chartered Accountant/ Statutory Auditor with Membership Number and Seal	Signature of the Bidder along with the Seal

Form – D

TDS details of Private Sector Projects

Sr. No.	Subject	1	2	3
(i)	Name of Work			
(ii)	Name of Employer			
(iii)	Project Cost (Rs. in Cr.)			
(iv)	No. and date of Completion Certificate			
(v)	Cost of the Work on Completion (Rs. in Cr.)			
(vi)	Payments received as per TDS (Rs. in Cr.)			
(vii)	TDS corresponding to the Payments			
(viii)	Year-wise TDS as per Form 26AS/ Form 16-A relating to the Work			

Notes:

1. Value of work done will be considered commensurate with the value of TDS Certificates.
2. In case of multiple contracts undertaken from a Employer, details of TDS/ Form 26AS for each work mentioned above need to be segregated and given separately.
3. This Form needs to be supported with Form -26AS taken in HTML format on Form – 16A

Signature of Chartered Accountant/ Statutory Auditor with Membership Number and Seal	Signature of the Bidder along with the Seal

Form – F
General Information

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 (e) (Attach copy of Article of Association) (f) Any other (mention the type)	
6.	Place and Year of Incorporation	
7.	Name(s) of Directors/ Partners in the organization	
8.	Name(s) and Designation of the persons, who is authorized to deal with Employer (Attach copy of power of Attorney)	
9.	Bank Details: Name of Bank, Address of Bank Branch, Account No., RTGS, IFS Code	

Signature of the Bidder with Seal

Form – G**Work Experience Certificate**

Name of Employer with Address, Email & Phone Number

Dispatch No. _____

Date: _____

Name of Contractor _____

Sr. No.	Subject	Description			
1.	Name of work / project & Location				
2.	Name and Address of the Employers				
3.	Agreement Amount				
4.	Cost of work on completion				
5.	Date of start				
6.	Stipulated date of completion				
7.	Actual date of completion				
8.	Amount of Penalty levied for delayed completion (if any).				
9.	Type of Work: Residential/ Non-Residential Building				
10.	DELETED				
11.	DELETED				
12.	DELETED				
13.	Performance report	Outstanding	Very Good	Good	Poor
(a)	Quality of work				
(b)	Resourcefulness				
(c)	Financial soundness				
(d)	Technical proficiency				
(e)	General behaviour				

**Name & Designation Signature with
Seal of issuing Authority****Date:** _____

Form - H

AFFIDAVIT

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

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 Office/ Regd. Office at
2. That the information/ documents/ Experience certificates submitted by M/s..... along with the tender for (*Name of work*) to (*Hereinafter referred to as the Employer*) are genuine and true and nothing has been concealed.
3. I shall have no objection in case the Employer verifies them from issuing authority (ies). I shall also have no objection in providing the original document(s) in case the Employer demands so for verification.
4. I hereby confirm that in case, any document, information &/or certificate submitted by me found to be incorrect/ false/ fabricated, the Employer at its discretion may disqualify / reject / terminate the bid/contract and forfeit the EMD/ All dues.
5. I shall have no objection in case the Employer verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal/ Branch office of issuing Bank and I/We shall have no right or claim on my submitted EMD before the Employer receives said verification.
6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, M/s The Employer shall reject my bid, cancel pre-qualification, and debar me from participating in any future tender.
7. I hereby confirm that our firm /company is not blacklisted/ barred /banned from tendering by M/s The Employer If this information is found incorrect, the Employer at its discretion may disqualify / reject / terminate the bid/contract.
8. The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender.

I,, the Proprietor / Authorized signatory of 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.

DEPONENT

Verified atthis.....day of

ATTESTED BY (NOTARY PUBLIC)

Form - I

GST Registration Details of Contractor/ Vendor	
Name	
Address (As per registration with GST)	
City	
Postal Code	
Region/ State (Complete State Name)	
Permanent Account Number	
GSTIN ID/ Provisional ID No.: (Copy of Acknowledgement required)	
Type of Business (As per registration with GST)	
Service Accounting Code/HSN Code:	
Contact Person	
Phone Number and Mobile Number	
Email ID	
Compliance Rating (if updated by GSTN)	

**Signature of Bidder with
Seal**

SECTION-3

General Conditions of Contract

1. Definitions

In the contract, the following expressions shall, unless the context otherwise requires, have the meanings hereby respectively assigned to them:

- (a) **Approval** means approval of the Engineer in Charge/Employer, as the case may be, in writing including subsequent written confirmation of previous verbal approval, if any.
- (b) **Authorized Representative of Employer** means the person designated by the Employer/ TPIA and/ or the PMC and shall include their authorized nominee(s) or agent(s).
- (c) **Bill of Quantities** or **Schedule of Quantities** means the priced complete bill of quantities or schedule of quantities forming part of the complete bill of tender/ tender document.
- (d) **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Unitech Group Company and the Contractor, together with the documents referred to therein including these conditions, specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- (e) **Contractor** means the individual, firm, or company, whether incorporated or not, undertaking the works and shall include the legally authorized personnel and representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- (f) **Contract Value** means the sum for which the tender is accepted as per the letter of Award.
- (g) **Drawings** mean the drawings referred to in the contract document including modifications, if any, and such other drawings as may from time to time be furnished and/ or approved by Engineer-in-charge/PMC.
- (h) **Date of Commencement of Work:** The date of commencement of contract shall be reckoned from the 7th day after the date of issue of Letter of Award.
- (i) **Employer** means Unitech Limited, the holding Company or any of its subsidiaries/ JV/ affiliate, with its corporate office at 8/13th Floor, Tower-B, Signature Towers, South City-1, Gurugram-122007, Haryana.
- (j) **Engineer-in-Charge** shall mean the Authorized representative of the Employer.

- (k) **Excepted Risks** are risks due to riots (other than those among Contractor's employees), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurgency, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, pandemic and other causes over which the Contractor has no control and accepted as such by the Employer or causes solely due to use or occupation by Government/ Employer of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Employer's faulty design of works.
- (l) **Language:** All documents and correspondence in respect of this contract shall be in English Language.
- (m) **Letter of Award (LoA)** shall mean Employer's notification letter conveying its acceptance of the tender along with the conditions stated therein.
- (n) **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the prevailing cost of materials and labour at the site of work where the work is to be executed plus 15% (Fifteen per cent) to cover all overheads and profits of the Contractor.
- (o) **Month** means English Calendar month, 'Day' means a Calendar Day of 24 Hrs each.
- (p) **PMC** means the Project Management Consultancy agency appointed by the Employer for the works, its Authorized Representatives, Agents, Successors, Beneficiaries, and Legal Heirs.
- (q) **Site** means the land 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 the Employer or used for the purpose of the contract.
- (r) **Tender or Bid** means the tender submitted by the bidder for acceptance by the Employer.
- (s) **TPIA** means Third Party Inspection & Monitoring Agency appointed by the Employer for Inspection, Monitoring, Audit & Quality Control of the works.
- (t) **Writing** means any manuscript type-written or printed statement under or over signature and/or seal of the concerned, as the case may be.
- (u) **Work or Works** shall, unless there be something in the subject or either context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

Notes:

- (i) Headings in the clauses/conditions of tender documents are for convenience only and shall not be used for interpretation of the clause/condition.
- (ii) 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.

2.0 Performance Guarantee

- (i) Within 15 (Fifteen) days from the date of issue of Letter of Award (LoA), the Contractor shall submit an irrevocable contract Performance Guarantee (as per Form No. VII, Section 4) of 5% (Five per cent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement (notwithstanding and/or without prejudice to any other provisions in the contract). The contract Performance Guarantee shall be initially valid up to the stipulated date of completion of work plus 60 days. In case the time for completion of works gets extended, the Contractor shall get the validity of Performance Guarantee extended up to such extent to cover such extended time for completion of work + 60 days. The contract performance guarantee shall be returned to the Contractor/ discharged, without any interest thereon, after issue of the Completion Certificate for the work by the Engineer-in-Charge.

In addition to above, the contractor shall also furnish warranty against the execution of work and the materials for a period of 10 years after completion of work and supported by bank guarantee to the extent of 5% of the completed value of work issued by any scheduled banks having validity of 10 years from the date of completion certified by Engineer in Charge. This would be in addition to the contract PBG and the Retention Money as per standard conditions of the Tender Document.

- (ii) The Employer reserves the right to ask for Additional Performance Guarantee where the quoted rates are found to be lower by 15% as compared with the rates indicated in the NIT.
- (iii) The Engineer-in-Charge shall make a claim under the performance guarantee except for amounts to which the Engineer-in-Charge is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which case the Engineer-in-Charge may claim the full amount of the Performance Guarantee.

- (b) Failure by the Contractor to pay any amount due, either as agreed by the Contractor or determined under any of the Clauses/ Conditions of the agreement, within 30 days of the service of notice to this effect by the Engineer-in-Charge.
- (c) In the event of the contract being determined or rescinded under provisions of any of the Clauses/ Conditions of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of Engineer-in-Charge.
- (d) Any failure on the part of the contractor to rectify the defects occurring during Defect liability period of 10 years, the bank guarantee so furnished by the contractor in support of the warranty shall be liable for encashment by the Employer.

3.0 Security Deposit/ Retention Money

- 3.1** At the time of making payment to Contractor towards each running and final bill for the work done under the contract, the Contractor shall permit the Engineer-in-Charge to deduct a sum at the rate of 5% (five per cent) of the gross amount of bill till the sum deducted will amount to security deposit of 5% (five per cent) of the tendered value of the work. Such deductions will be made and held by the Engineer-in-Charge by way of Security Deposit unless the Contractor has deposited the amount of Security at the rate mentioned above in cash or in the form of a Bank Guarantee from Nationalised / Scheduled Bank. At any event, if the Bank Guarantee is to be revoked by Engineer-in-Charge, and the Bank is unable to make payment against the said bank guarantee, the loss caused thereby shall fall on the Contractor and the Contractor shall forthwith, on demand, furnish additional security to the Engineer-in-Charge to make good the deficit.
- 3.2** All Compensation or other sums of money payable by the Contractor under the terms of this contract may be deducted from, or paid by adjustment of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the Contractor by Engineer-in-Charge on any account whatsoever. In the event of his Security Deposit being reduced by reason of any such deductions or adjustment as aforesaid, the Contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by any Scheduled Bank or Government Securities (if deposited for more than 12 months) endorsed in favour of the Employer, any sum or sums which may have been deducted from, or raised by adjustment of his security deposit or any part thereof.

3.3 Release of Security Deposit (Retention money)

5% Security Money will be released as per following –

- (a) 25% of the Retention Money/ Security Deposit will be released after 01 year from the date of Completion of work. Retention money shall be

released subject to the condition that any defects observed during conduction of random Non-destructive tests (NDT) under the supervision of IIT is rectified by the contractor at his own cost and to the satisfaction of Engineer in Charge. If any portion/member of the structure is found to be defective in the process of tests, the retrofitting shall be redone on the entire defective portion/member by the Contractor at his own cost and to the satisfaction of the Engineer-in-Charge;

- (b) Another 50% of the Retention Money/ Security Deposit will be released after completion of two years from the date of Completion of the work subject to the condition that any defects observed during this period are duly rectified/ repaired by the Contractor at his own cost and to the satisfaction of the Engineer-in-Charge;
- (c) The balance 25% of the Retention Money/ Security Deposit will be released after 5 years from the date of completion of the work subject to the condition that any defects observed during these 5 years are duly rectified/ repaired by the Contractor at his own cost and to the satisfaction of the Engineer-in-Charge.
- (d) If any defect arises within defect liability period, it is the contractor's sole responsibility to rectify the same at his own cost once communicated by the Engineer-in-Charge in writing as per Clause 42 & 82 below, failing which, such defect(s) will be got rectified/ repaired by the Employer through any other agency at contractor's risk and cost. The cost will be deducted from the security deposit, bank guarantees and any other dues available with the Employer.
- (e) The Contractor may, if he so wishes, get his Security Deposit/ Retention Money released from the Employer and replace the same with Bank Guarantees, valid for a period of one year +60 days (25% of the Retention Money), 50% after two years +60 days and the balance 25% after five years +60 days respectively.

4.0 Mobilization Advance

- 4.1** Mobilization advance up to 5% of the contract value, bearing a simple interest rate of 9% per annum, shall be paid to the Contractor, if requested by him on submission of irrevocable Bank Guarantee (as per Form VIII of Section 4) of an amount equivalent to 110% of the respective instalment of mobilization advance, valid for the entire contract period from a Scheduled Bank in the enclosed Performa.
- 4.2** The mobilization advance, if requested, shall be paid in three instalments as follows:
 - (i) First Instalment of Twenty per cent (20%) of the total mobilization advance shall be paid after:

- (a) Initial mobilisation at the project site;
- (b) Submission of bank guarantee in approved Performa (annexed under Forms and Formats).

This instalment shall be paid if the request is made by the Contractor within 30 days from date of issue of LOA/LOI.

- (ii) Second instalment of Forty per cent (40%) of total mobilization advance shall be paid after the Contractor has physically mobilized plant and machinery, scaffolding materials etc. at site and commenced the work at site.

The above instalment will be released subject to the actions at sub-para (ii) above are performed by the Contractor within 60 days of signing the contract and/or 90 days from the date of issue of LOA/LOI, whichever is earlier.

- (iii) The Balance Forty per cent (40%) of mobilization advance shall be paid to the Contractor on submission of Utilization Certificate (For this contract only) of 60% of the mobilization advance for the already paid to him.

4.3 The mobilization advance, including the accrued interest, shall be recovered from each running account bill of the Contractor in such a manner that the total Mobilization Advance is recovered when 85% of the contract value gets paid to the contractor.

4.4 The Contractor can submit a single bank guarantee for the entire mobilisation amount or submit the bank guarantees in parts against the mobilization advances in the proposed numbers of recovery instalments equivalent to the amount of each instalment as per Clause 4.1 and 4.2 above. The bank guarantee submitted by Contractor against mobilization advance shall initially be valid for the entire contract period and shall be kept renewed from time to time to cover the balance amount arrived by deducting the amount already recovered along with the accrued interest till such time.

5.0 Secured Advance

- (i) Interest-free secured advance will be payable to the Contractor up to a maximum of 60% (sixty per cent) in respect of purchase of material required for incorporation in the permanent works and brought to site on production of the Tax Invoice against which the Secured Advance is being sought subject to approval by the Engineer-in-charge. This secured advance will be tenable only for non-perishable material/s brought to site after due verification by the Engineer-in-Charge for quality, quantity requirements on site and value as described above. The advance will be paid only on submission of Indemnity Bond in the prescribed Performa (As per Form XII, Section 4).
- (ii) The Contractor shall construct suitable Go-down/ warehouse at the site of work for safe storage of the materials against any possible damages due to sun, rain, dampness, fire, theft etc. at his own cost. He shall also

employ necessary watch & ward establishment for the purpose at his risk and costs. No claims extra charges on account of safe keeping, pilferage or loss for any reason whatsoever will be tenable or entertained by the Employer.

- (iii) Such secured advance shall not be payable on other items of perishable nature, fragile and combustible. No secured advance shall be paid on high-risk materials such as glass, sand, petrol, diesel etc.

5.1 Recovery of Secured Advance

When materials on account of which an advance has been paid under clause 5.0, are incorporated in the work, the amount of such advance shall be recovered in full in next payment to be made to the Contractor under any of the clauses of this contract.

If there is any inordinate and inexcusable delay on the part of contractor in incorporation of the goods and materials for which the Secured Advance is provided in the permanent work, the Engineer in Charge may levy interest @ 12% on the value of unutilized goods and materials from the date on which such goods and materials were scheduled to be incorporated in the work as per the work completion schedule till the date on which goods and materials are incorporated in the work.

6.0 Deviations/ Variations Extent and Pricing

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

6.1 Deviations, Extra Items & Pricing

- (i) In the case of extra item(s) (items that are completely new and are in addition to the items contained in the contract), the Contractor shall within 15 days of receipt of order or occurrence of the item(s) submit the rates supported by proper analysis as per CPWD analysis of rates, which shall include invoices, vouchers etc. and manufacturer's specification for the work. The Engineer-in-

Charge within prescribed time limit shall determine the rates based on the contractor's submission, and the Contractor shall be paid in accordance with the rates so determined by Engineer in Charge. In case the Contractor fails to submit such claim within the prescribed time of 15 days, the rate approved later by the Engineer- in-Charge shall be binding on the Contractor.

6.2 Deviation, Deviated Quantities & Pricing

NOT APPLICABLE

7.0 Escalation (Cement, Reinforcement & Structural Steel only)

NOT APPLICABLE

8.0 Compensation for Delay

- (i) If the Contractor fails (a) to maintain the required progress in terms of clause 17, or (b) to complete the work and clear the site on or before the stipulated date of completion of contract or justified extended date of completion as well as any extension granted under any other clause, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as Penalty the amount calculated at the rates stipulated in sub para (ii) below.

- (ii) Compensation for delay of work - With maximum rate @ 0.5% (zero point five per cent) per week of delay to be computed on per day basis.

Provided always that the total amount of Penalty for delay to be levied under this condition shall not exceed 10 % (ten per cent) of accepted tendered value.

- (iii) In case, penalty for delay has not been decided/ not communicated to the contractor by the Engineer-in-Charge during the progress of work, it shall not be treated as a deemed waiver of right to levy penalty by Engineer-in-Charge if the work remains incomplete on the actual date of completion or the final justified extended date of completion.

9.0 Action in case work is not done as per Specifications

- (i) All works under or in the course of execution or executed in pursuance of the contract, shall at all times be open and accessible to inspection and supervision of the Engineer-in-charge, his authorized subordinates, and all the superior officers, officer of the Third Party Inspection and Monitoring Agency (TPIA) of the Employer or any organization engaged by the Employer for Monitoring and Quality Assurance, during the usual working hours and at all other times for which reasonable notice of the visit of such officers will be communicated to the Contractor in writing by the Engineer-in-charge/ Employer/ PMC. Orders given to the Contractor's authorised representative shall be considered to have the same force as if they had been given to the Contractor himself.

- (ii) If it shall appear to the Engineer-in-charge or the PMC and/or his authorized subordinates or to the officer of the TPIA or his subordinate officers that –
 - (a) Any work has been executed with unsound, imperfect, or unskilful workmanship; or
 - (b) With materials or articles provided by him for the execution of work are unsound or of a quality inferior to that contracted; or
 - (c) 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 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 approved proper and suitable materials or articles at his own risk, charge and cost including the cost of suitable barricading around the work front as directed by the engineer in charge.

- (iii) In such case, the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the 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 Engineer-in-Charge will be conveyed in writing in respect of the same and will be final and binding on the Contractor.

10.0 Action in case of Bad Work

- (i) If it shall appear to the Employer/ Engineer-in-Charge or his authorized representative or to any other inspecting agency, that any work has been executed with unsound, imperfect, or unskilful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution are unsound or of a quality inferior to that contracted for or of the works are 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 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.

- (ii) In the event of the Contractor failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, while the Contractor failure to do so shall continue, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the material or articles complained of, as the case may be, at the risk and cost of the Contractor in all respects.

11.0 Non-Waiver:

Failure of Engineer-in-Charge to insist upon strict performance of any of the terms & conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law or failure to properly notify the Contractor in the event of breach or the acceptance of or payment for any services hereunder or approval of interim reports, shall not release the Contractor of any of the warranties or obligations of this order and shall not be deemed a waiver of any right of Engineer-in-Charge/ Employer/ PMC/ TPIA to insist upon strict performance hereof or of any of its rights or remedies as to any such services regardless when received or accepted, nor shall any purported oral modification or rescission of this Order by Engineer-in-Charge operate as a waiver of the terms hereof.

12.0 Cancellation/ Determination of Contract in Full or Part

12.1 Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay, or not following safety norms, inferior workmanship, any claims for damages and/ or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing, absolutely determine the contract in any of the following cases:

- (i) If the Contractor having been given a notice in writing by the Engineer-in-Charge to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or in a manner of unacceptable and poor workmanship, does not comply with the requirement of such notice for a period of 15 days thereafter; or
- (ii) If the Contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the scheduled date for completion and continues to do so after a notice in writing of 15 days from the Engineer-in-Charge; or
- (iii) If the Contractor fails to complete the work within the stipulated date or items of work/ achieve the milestones with individual dates of completion, if any stipulated, on or before the stipulated date; and does

not complete them within the period specified in a notice given in writing by the Engineer-in-Charge: or

- (iv) If the Contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 15 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- (v) If the Contractor shall offer or give or agree to give to any person in Employer's/ PMC/ TPIA service or to any other person on his behalf, any gift or consideration or make a promise 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 the Employer/ PMC/ TPIA; or
- (vi) 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 law 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 to do so, or if any application be made under any Insolvency law 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;
- (vii) If the Contractor, being a company, shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the Court or the creditor to appoint a receiver or a manager or which entitle the Court to make a winding up order;
- (viii) If the Contractor assigns (excluding part(s) of work assigned to other agency(s) by the Contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge with reference to the General Conditions of Contract.

12.2 When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter

to the Employer/ PMC, by a notice in writing to cancel the contract as a whole or only such items of work in default from the contract, shall have the powers to:

- (i) Determine or rescind the contract as aforesaid in full or in part (of which termination or rescission notice in writing to the Contractor under the hand of the Engineer-in-Charge shall be conclusive evidence) and get the same executed at the risk & cost of the Contractor. Upon such determination or rescission, Security Deposit already recovered, Security deposit payable and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of Engineer-in-Charge and unused materials, construction plants, implements, temporary buildings, etc. shall be taken over by Engineer-in-Charge and shall be absolutely at the disposal of the Engineer-in-Charge.
- (ii) 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. 24.0 and/ or relevant clause of Special Conditions of Contract, out of his hands and to give it to another contractor to complete.

Notes:

- (i) The Contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work including any new items needed to complete the work.
- (ii) In the event of the Engineer-in-Charge taking recourse to the above, the Contractor shall have no claim to Penalty 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 of or with a view to the execution of the work or the performance of the contract; and
- (iii) In case action is taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereof or 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.

- 12.3 Any sums in excess of the amounts due to Employer and unsold materials, constructional plant etc. shall be returned to the Contractor, provided always that if the cost or anticipated cost of completion of the works or part of the works by Employer/ PMC/ TPIA is less than the amount which the Contractor would have been paid if he had completed the works or part of the works,

such benefit shall not accrue to the Contractor.

- 12.4 In the event of anyone or more of the above courses being adopted by the Engineer-in-Charge, the Contractor shall have no claim towards Penalty 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 such account or with a view to the execution of the work or the performance of the contract. In case action is taken under any of the aforesaid provisions, 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.
- 12.5 In case, the work cannot be started due to reasons not within the control of the Contractor within 1/8th of the stipulated time or two months for completion of work, whichever is lower, either party may close the contract by giving notice to the other party stating the reasons. In such an eventuality, the Performance Guarantee of the Contractor shall be refunded within following time limits:

(i)	If the Tendered value of work is up to Rs. 1.00 Crore	15 days
(ii)	If the Tendered value of work is more than Rs. 1 Crore and up to Rs. 10 Crore	21 days
(iii)	If the Tendered value of work exceeds Rs. 10 Crore	30 days

Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

13.0 Contractor liable to pay Compensation even if action not taken under clause 12.0

In a case where any of the powers conferred upon the Engineer-in-Charge shall have become exercisable under the relevant clause of the Contract, and the same are not exercised, the non-exercise thereof shall not constitute an ipso facto waiver of any of the conditions hereof. Such powers shall be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for Penalty shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under any clause, he may, if he so decides, after giving a notice in writing to the Contractor, take possession of (or at the sole discretion of the Engineer-in-Charge, which shall be final and binding on the Contractor), use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/ or any part thereof, paying or allowing for

the same in account at the contract rates, or in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final and binding on the contractor and/or direct the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

14.0 Carrying out part work at the risk & cost of the Contractor

14.1 If the 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 receiving a notice in writing of 15 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 15 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 Engineer-in-Charge, without invoking action under clause 12.0 of the contract may, without prejudice to any other right or remedy against the Contractor, which have either accrued or accrue thereafter to Employer/PMC, by a notice in writing to take the part work/ part incomplete work of any item(s) out of his hands and shall have the 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 Engineer-in-Charge shall determine the amount recoverable from the Contractor, if any, for completion of the part work/ part of any incomplete work and execute the same at the risk and cost of the Contractor. The liability of the Contractor on account of loss or damage suffered by the Employer 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 for the value of work done in all respects in the same manner and at the same rate as if it had been carried out by the 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 Engineer-in-Charge as to the value of work done shall be final and binding on the Contractor provided that action under this clause shall be taken only after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the Employer are less than the amount payable to the Contractor at his agreement rates, the difference shall not be payable to the Contractor.

- 14.2 Any excess expenditure incurred or to be incurred by the Employer in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by the Employer as aforesaid after allowing such credit, shall without prejudice to any other right or remedy available to the Employer 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 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 from the Contractor in accordance with the provisions of the contract.

In the event of above course being taken by the Engineer-in-Charge, the Contractor shall have no claim to compensation for any loss suffered 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.

15.0 Suspension of Works

- (i) The Contractor shall, on receipt of the order in writing of the Engineer-in-charge (whose decision shall be final and binding on the Contractor), suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons:
 - (a) On account of any default on part of the Contractor, or
 - (b) For proper execution of the works or part thereof for reason other than the default of the Contractor, or

- (c) For safety of the works or part thereof.
- (ii) 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.
- (iii) If the suspension is ordered for reasons (b) and (c) in sub-Para (i) above.
 - (a) The Contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion period. No adjustment in contract price will be allowed for reasons of such suspension.
 - (b) In the event of the Contractor treating the suspension as an abandonment of the Contract by Employer, he shall have no claim to payment of any Penalty on account of any profit, loss of profit or advantage, which he may have derived from the execution of the work in full.

16.0 Termination of Contract on Death of the Contractor

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the Engineer-in-Charge shall have the option of terminating the contract without any Penalty to the Contractor.

17.0 Time & Extension for Delay

17.1 The time allowed for execution of the Works as specified or the extended time in accordance with the conditions as per this clause shall be the essence of the Contract. The execution of the work shall commence from the 7th day of issue of LoA or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer-in-Charge and shall be absolutely at the disposal of the Engineer-in-Charge without prejudice to any other right or remedy available in law.

17.2 As soon as possible but within 10 days of award of work:

- (i) The Contractor shall submit a Time and Progress Chart for each milestone as per the format required by the engineer-in-charge. The Engineer-in-Charge may, if required, within 15 (Fifteen) days thereafter modify, and communicate the approved program to the Contractor, failing which the program submitted by the Contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of drawings and decisions required to complete the contract with specific dates by which these details are required by the Contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various activities of

the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the overall limitations of time imposed in the Contract documents.

- (ii) In case of non-submission of construction programme by the Contractor, the program approved by the Engineer-in-Charge shall be deemed to be final.
- (iii) The approval by the Engineer-in-Charge of such programme shall not relieve the Contractor of any of the obligations under the contract.
- (iv) The Contractor shall submit the Time and Progress Chart using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during the previous month to the engineer in charge on or before the 7th day of each month with S curves of the proposed planning vs actual execution progress.

17.3 If the work(s) be delayed by -

- (i) force majeure; or
- (ii) abnormally bad weather; or
- (iii) serious loss or damage by fire; or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work; or
- (v) delay on the part of other Contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract; or
- (vi) any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control;

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

The Contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in above sub clauses and he shall update the progress schedule reports submitted at above Clause for all such delays once they are approved by the engineer in charge based on the contractor submittals as defined in Clause below.

- 17.4** In case the work is hindered by the Employer for any reason/event, for which the Employer is responsible, the Engineer-in-Charge shall, if justified, give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law. Provided further that for concurrent delays under this clause and sub

clause 17.3 to the extent the delay is covered under sub clause 17.3, the Contractor shall be entitled to only extension of time and no damages and/or claims on this account.

- 17.5** Request for rescheduling of Milestones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within ten days of the happening of the event causing delay. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is required.
- 17.6** In case the work is delayed by the Contractor for any reasons, in the opinion of the Engineer-in-Charge, beyond the events mentioned in clause 17.3 or clause 17.4 and beyond the justified extended date, without prejudice to the right to take action, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of the milestones. The Contractor shall be liable for levy of Penalty for delay for such extension of time.

18.0 Time Schedule & Progress

- 18.0** Time allowed for carrying out all the works as entered in the tender shall be as mentioned in the “GENERAL DETAILS (Annexure-I)” which shall be reckoned from the 7th day from the date on which the letter of Award or the date of handing over of site whichever is later, 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.
- 18.1** The contractor shall also furnish within 10th days of date of issue of letter of Award a CPM network/ PERT chart/ Bar Chart for completion of work within stipulated time. This will be duly got approved from the Engineer-in-Charge. 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.
- 18.2** Contractor shall mobilize and employ sufficient resources for completion of all the works as indicated in the agreed BAR CHART/PERT 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.
- 18.3** During the currency of the work the contractor is expected to adhere to the time schedule on milestone 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 the Engineer-in-Charge. These reviews may be undertaken at the discretion of 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 Employer/PMC at the sole discretion of Engineer-in-Charge. 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.

- 18.4** Contractor shall submit (as directed by Engineer-in-Charge) progress reports 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 contractor shall send completion report with as built drawings to the office of Engineer-in-Charge, in writing within a period of 30 days of completion of work.
- 18.5** At least 10 Nos dated 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
- 18.6** The defined timelines for documents to be submitted post-award, though mentioned at various other places, are summarised as under:

Sr. No.	Document Title	From issue of Letter of Award (On or before)
1	Time & Progress Chart for each mile-stone	10 days
2	Date of Commencement of Work	7 th day
3	Details of Contractor's Authorised Representative taking instructions from Engineer-in-charge	7 days
4	<u>Updated</u> Overall Project Schedule	10 days
5	CPM network/ PERT chart/ Bar Chart for completion of work within stipulated time	10 days
6	Submission of Irrevocable Performance Bank Guarantee (5% of tendered amount)	15 days
7	Quality Assurance Programme/ Plan	7 days
8	Detailed methodology of execution & submission of shop drawings	10 days
9	Site organizational chart and individual personnel resume, including details of experience of the Project-in-Charge and other staff proposed to be deployed by him	7 days
10	Insurance Policies	10 days

Notes: Document Review and Submission Cycle

- (i) Post submission of the document by the Contractor, the Engineer-in-charge/ PMC-TPIA will review and provide comments/approval within seven (7) days

of the receipt of respective documents.

- (ii) The contractor shall re-submit the documents (incorporating comments) within three (3) days of receipt of the comments, for review/approval.
- (iii) The Engineer-in-charge/PMC-TPIA will be reviewing the same and providing comments/approval within seven (7) days of the receipt of revised/updated document. The defined cycle will be followed till all the project requirements are complied with by the contractor and document is approved.

19.0 Taxes and Duties

19.1 The contract price is inclusive of all taxes, duties, cesses, fees, charges, interest/ late fees, incidental expenses, 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) but excluding the GST as applicable. The contract price shall be adjusted for any increase/ decrease in the rate of GST on works contract as notified by Government of India, from time to time.

19.2 Notwithstanding anything contained in clause 19.1, the Contractor shall ensure payment of applicable taxes on the supplies made under the contract. The Contractor shall take registration under the applicable enactment levying tax on supply of goods or services under the contract and issue invoices having all the particulars prescribed under the applicable provisions of law, including description of goods/services, rate and amount of tax paid or payable on the supplies made under the contract, so that the Employer can avail credit of such tax, wherever applicable. The Contractor shall comply with all applicable provisions of Goods and Service Tax (GST) levied by Union Government and State Governments/ Union Territories (CGST, UTGST, SGST and IGST). The Contractor shall get himself registered and discharge his obligations for payment of taxes, filing of returns on time etc. under the appropriate provisions of law in respect of all the taxes, duties, levies, cess, etc. The Employer would have the right to seek necessary evidence that the Contractor is registered under the law and duly discharging its obligations under the tax laws, enabling the Employer to avail input tax credit, wherever admissible.

Whenever any GST, interest, penalty, late fees etc. is payable by the Employer on reversal of Input Tax Credit (ITC) or through cash payment under GST Act or rules due to default on Contractor's part, such as, non-filing/ late filing of GST returns, non-payment/ late payment of GST liabilities, delay in issue of invoices or non-appearance of GST invoice on the GST portal within the prescribed period, then in such an eventuality, the amount of GST, interest, penalty, late fees, if any, liable to be paid by the Employer under the said contract shall be borne by the Contractor and shall be recoverable from him.

- 19.3** In case the Contractor does not deposit the tax payable on execution of the contract, or has not provided the tax invoice to the Employer showing the amount of tax, or has not uploaded the document in computerized tax network as per prevailing law, leading to non-availability of inputs credit of the tax to Employer, the amount equivalent to such tax shall be retained or withheld from the subsequent RA Bill or payment to be made to the contractor on any account by the Employer till such time that the contractor ensures availability of input credit of the tax to the Employer.
- 19.4** The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws from time to time during the entire duration of the contract. Further, the contractor shall avail and pass on benefits of all exemptions/concessions available under the tax laws to the Employer.
- 19.5** The Contractor will ensure its registration with the respective tax authorities and submit self-attested copy of such registration certificates to the Employer within 30 days of the award of LOA. The Contractor will be responsible for procurement of material on its own registration (GSTIN) and also to issue/ arrange its own Road Permit/ E-way Bill, if applicable, and comply with the statutory laws of the concerned state.
- 19.6** Any error of interpretation of applicability of taxes/ duties by the Contractor shall be to the Contractor's account. The classification of Goods & Services as per GST Act and charging of correct rate of tax as prescribed under the respective tax laws should be correctly done by the Contractor to ensure that input credit benefit is not lost to the Employer on account of any error on the part of the Contractor or its sub-contractor/vendor. The contractor must ensure that Employer is not subjected to any additional liability towards payment of applicable taxes & duties as a result of wrong classification, valuation, assessment/ interpretation of applicable taxes & duties by the Contractor and the contractor will reimburse all losses on this account to the Employer (if any).
- 19.7** GST shall be applicable on all advance payments as per GST Act, Rules and relevant notifications thereunder.
- 19.8** Stamp duty and registration charges, if any, under Income Tax/ GST Act, payable towards the execution of any and all contract documents/agreements, shall be borne by the Contractor.
- 19.9** Tax deduction at source (TDS), if any, under Income Tax/ GST Act, shall be made by the Employer as per law applicable from time to time, from the amount payable to the Contractor.
- 19.10** Statutory variations on IGST/ CGST/ SGST/ UTGST (included in quoted prices) in case of imported materials from outside India in Contractor's name (i.e. for Indian Bidders) shall be to the Contractor's account.

19.11 New Taxes & Duties

All new taxes, duties, cess, levies notified or imposed after the due date of submission of last/ final price bid before the contractual date of completion of work (including extended contractual completion period for the reasons attributable to the Employer or due to Force Majeure condition), shall be to the Employer's account. These shall be reimbursed against documentary evidence. In case of reduction/elimination of taxes, the necessary credit shall be given to the Employer. However, in case of delays attributable to the Contractor, any new or additional taxes and duties imposed after the Scheduled Completion Date, as above, shall be to the Contractor's account.

19.12 Any Other Taxes Duties and Levies

- (i) Except as hereinabove specified, the Contractor shall be liable for and shall pay all fees, cesses, taxes, duties and levies assessable against the Contractor in respect of or pursuant to the Contract. If any legal/ departmental proceedings are initiated against the Contractor for short levy or non-levy of taxes, he shall be fully responsible to defend the same at his own.
- (ii) In addition, the Contractor shall be responsible for payment of all duties, levies, and taxes assessable against the Contractor or Contractor's employees or Sub-Contractor's whether corporate or personal as applicable in respect of property.
- (iii) The Contractor shall accept sole liability for the payment of any and all taxes, duties, cesses and levies, as are payable to any government, local or statutory authority in any country other than India as are now in force or as are hereinafter imposed, increased or modified and as are payable by the Contractor, his agents, Sub-Contractors and Suppliers and its/their respective employees for or in relation to the performance of this Contract. The Contractor shall be deemed to have been fully informed with respect to all such liabilities and shall be deemed to have considered and included the same in his bid. The quoted Price shall not be varied in any manner on this account.

20.0 Tax Deduction at Source

20.1 Income Tax Deduction (TDS)

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 thereunder prevailing and in force from time to time.

20.2 TDS under GST

TDS under GST, if applicable, shall be deducted from Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the Contractor.

The Contractor shall be solely responsible and liable to deduct TDS, if applicable, from the sub-Contractors/ sub-vendors and remit the same to the Government within the due date, as per applicable laws.

20.3 Income Tax & Corporate Tax

- (i) The Contractor shall be solely responsible and liable to pay all Direct Taxes including income tax, profession tax and wealth tax on any payments arising out of the Contract, whether payable in India or in any other jurisdiction.
- (ii) The Contractor shall be responsible for ensuring compliance with all provisions of the Direct Tax laws of India including, but not limited to, the filing of appropriate Returns and shall promptly provide all information required by the Employer for discharging any of its responsibilities under such laws in relation to or arising out of the Contract.
- (iii) The Contractor shall indemnify the Employer against any and all liabilities or claims arising out of this contract for such taxes including interest and penalty which any tax authority may assess or levy on the Employer or its representatives.
- (iv) Tax shall be deducted at source by the Employer from all sums due to an Indian tax resident Contractor in accordance with the provisions of Indian Income Tax Act/ Rules as in force at the relevant point of time.
- (v) Corporate Tax Liability pertaining to contractor's work, if any, shall be to the Contractor's account.

20.4 Employer shall issue a Tax Deduction Certificate to the Contractor evidencing the Tax deducted or withheld and deposited by the Employer on payments made to the Contractor to enable the Contractor to claim the credit of the Tax deducted by the Employer.

20.5 Construction Workers' Cess / Labour Cess

- (i) The Contractor shall comply with the Building and Other Construction Workers' Welfare Cess Act, 1996, the Building and Other Construction Workers' (Regulation of Employment and Condition of Service) Central Rules, 1998 and the Building and Other Construction Workers' Welfare Cess Rules, 1998.
- (ii) Prices quoted by the bidder shall be deemed to be inclusive of construction workers cess/ labour cess.
- (iii) Cess as per the prevailing rate, shall be deducted at source from the bills of the Contractor and remitted to the "Secretary, Building and Other Construction Workers Welfare Board" of the concerned State by the Employer as per regulations. The Contractor shall be responsible to

submit final assessment return of the cess amount to the assessing officer after adjusting the cess deducted at source.

21.0 Royalty and other costs on Materials

The cost of procurement of materials required for construction, including the Royalty, Cess, Toll, Octroi, if applicable for procurement/ supply of materials such as bajri, stone, kankar, sand, ordinary earth and other materials etc. shall be deemed to be included in the quoted rates and nothing additional would be payable on this account.

22.0 Insurance of Works etc.

22.1 Contractor is required to take 'Contractor's All Risk Policy' or 'Erection All Risk Policy', as the case may be, before start of work from an approved insurance company in the joint name with first name of Employer and bear all costs towards the same for the full period of execution of works for the full amount of contract against all loss of damage from whatever cause arising other than excepted risks for which he is responsible under the terms of the contract and in such manner that the Employer and his authorized representatives and the Contractor are covered during the period of construction of works for loss or damage in respect of:

- (i) The work and the temporary works to the full value of such works.
- (ii) The materials, constructional plant, centring, shuttering and scaffolding materials and other things brought to the site for their full value.

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

22.2 Insurance under Workmen Compensation Act

- (i) Contractor is required to take insurance cover under the Workman Compensation Act, 1923 amended from time to time from an approved insurance company and pay premium charges thereof.
- (ii) The Contractor is required to submit the original policy document and the receipt for payment of the current premium to Employer.

22.3 Third Party Insurance

- (i) Contractor is required to take third party insurance cover for an amount of 5% (five per cent) 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 Employer, arising out of the execution of works or temporary works.
- (ii) The Contractor is required to submit the original policy document and the receipt for payment of the current premium to Employer.
- (iii) Engineer-in-charge to ensure that Insurance policies are submitted by

the Contractor within 10 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, Employer reserves the right of forfeiture of the Performance Bank Guarantee.

- (iv) 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 and even in case to get the best insurance cover available 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 Employer's approval, by or through the subsidiary of the General Insurance Company.

22.4 The Contractor shall at all times indemnify the Employer against all claims, damages or compensation under the provision of Payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, the Workmen's Compensation Act 1947, Industrial Disputes Act 1947 and Maternity Benefit Act 1961 or any modifications thereof or any other law in force or as a 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. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act 1923 or any modification thereof or any other law relating thereto.

23.0 Payments

23.1 All running payments 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 Engineer-in-Charge and shall not preclude the recovery for bad, unsound and imperfect or unskilled work to be removed and reconstructed or re-erected. The final bill shall be submitted by the Contractor within three months of the completion of work otherwise Engineer-in-Charge's certificate of the total measurement shall be binding on the Contractor.

- (i) Intermittent progress Photographs, as and when required, shall also be provided by the Contractor at his own cost as per the direction of Engineer-in-Charge. No payment of running account bill shall be released unless it is accompanied by photographs, Monthly Progress Report and tax invoices as stated above.

- (ii) It may be noted that GST shall be recoverable as extra on all applicable recoveries e.g. Workmen recovery, compensation etc. made from the bills of Contractor.
- (iii) The Running Bills will be submitted by the Contractor (in 4 copies), complete in all respects, on a monthly basis. The Engineer-in-Charge shall process and verify the same within 15 days of submission of the bill, complete in all respects, who shall then forward the same with his certification to the Employer. The Employer will make every effort to process the payment thereof within 15 days of receipt of the certified bill from the Engineer-in-Charge.
- (iv) All payments shall be released by way of e-transfer through RTGS in India directly to their Bank account by the Employer.
- (v) No Running Account Bill shall be paid for the work till the labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable, is submitted by the Contractor to the Engineer-in-Charge/Employer.

23.2 Payment of Final Bill

- (i) The final bill shall be submitted by the Contractor in the same manner as specified in the interim bills/ running bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge, whichever is earlier.
- (ii) No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute for quantities and rates, as approved by Engineer-in-Charge, will, as far as possible be made within 3 months of submission of final bill. As regards the disputed items, the payment to the extent of amount considered reasonable/ acceptable to the Engineer-in-Charge shall be made along with the payment of undisputed items. However, the payment in respect of the remaining claim shall be resolved and paid as per the provisions in Clause.83

23.3 Opening of Designated Bank Account for the Project

- (i) The Contractor shall maintain a separate bank account with a Scheduled Bank for the purpose of receiving all payments under the Contract and for utilization of payments received from the Employer for disbursement to sub-Contractors, sub-vendors, PRW's, suppliers etc. for this contract. The Contractor shall maintain separate Books of Account for all payments under this contract and the Engineer-in-Charge shall have access to it at all times.

24.0 Measurements of Works

- (i) Engineer-in-charge shall, except as otherwise provided, ascertain and determine by measurement, the value of work done in accordance with the contract. 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 Specifications. 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.
- (ii) Provided further that, in case of Cancellation/ Determination of Contract in Full or in Part in accordance with clause 12.0 (and its sub-clauses), following methodology shall be adopted in respect of measurements in addition to what has been mentioned in foregoing:
 - (a) All measurements and levels shall be taken jointly by the Engineer-in- Charge or his authorized representative and by the Contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the Contractor or their representatives as 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 Engineer-in-Charge & the Contractor.
 - (b) If for any reason, the Contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge shall not entertain any claim from Contractor for any loss or damages on this account. If the Contractor or his authorized representative does not remain present at the time of such measurements after the Contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.
 - (c) The Contractor shall, without any extra charge, provide all assistance with every appliance, equipment, scaffolding, labour and any other things necessary for recording the measurements.

25.0 Computerised Measurement Books

- (i) Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the Contractor and compiled in the shape of the Computerized

Measurement Book as per the format provided by Engineer-in-Charge so that a complete record is obtained of all the items of works performed under the contract. All such measurements and levels recorded by the Contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the Contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative.

- (ii) After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the Contractor for incorporating the corrections, and for resubmission to the Engineer-in-charge for the dated signatures by the Engineer-in-Charge and the Contractor or their representatives in token of their acceptance.
- (iii) Whenever a Running Account bill is due for payment, the Contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/ test- checked from the Engineer-in-Charge and/or his authorized representative. The Contractor will, thereafter, incorporate such changes as may be done during these checks/ test checks in his draft computerized measurements, and submit it to Engineer-In-Charge in both Soft and Hard copies.
- (iv) All the required documents viz. measurement sheets, summary of quality test reports, ESIC/EPF challans, Tax invoice, theoretical v/s actual consumption of material (as required by Engineer-in-Charge) etc. shall also be submitted along with the RA bill in both soft and hard copies.
- (v) The Contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work. The Contractor shall not cover up and place beyond reach of measurement any work without consent of the Engineer-in-Charge or his authorized representative in writing in order to ensure the proper checking and measurement thereof. The Engineer-in-Charge or his authorized representative shall within the aforesaid period of seven days inspect the work, and if any work is found to 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.
- (vi) It is also a term of this contract that checking and/or test checking the measurements of any item(s) 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 the final completion of the work and certification thereof.

26.0 Withholding & Lien In Respect of Sums Due From Contractor

- (i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the Contractor, Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the Security Deposit by the Contractor and for the purpose aforesaid, Employer shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the Contractor under the same contract or any other contract pending finalization of adjudication of any such claim.
- (ii) It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Employer will be kept withheld or retained till the claim arising out of or under the contract is determined by the competent authority and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the Contractor. For the purpose of this clause, where the Contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, be whether in his individual capacity or otherwise, as the case may be. Employer 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 over-payment and it shall be lawful for Employer to recover the same from him in any other manner legally permissible. 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 Employer to the Contractor, without any interest thereon whatsoever.

Lien In Respect of Claims in Other Contracts

Any sum of money due and payable to the Contractor (including the security

deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or by Employer against any claim of Engineer-in-Charge or Employer in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Engineer-in-Charge or the Employer. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Employer will be kept withheld or retained till his claim arising out of the same contract or any other contract is either mutually settled or determined by the Competent Authority, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

27.0 Work to be executed in accordance with Specifications, Approved Drawings and Orders etc.

- (i) All items of work in the bill of quantities/ schedule of quantities shall be carried out as per the CPWD/approved specifications, drawings and instructions of the Engineer-in-Charge and the rates shall include procurement and supply of required materials including proper storage, consumables, skilled & unskilled labour, supervision and tools, plant & machinery complete as called for in the detailed specifications and conditions of the contract.
- (ii) The Contractor shall execute the whole of the work in the most substantial and workman like manner for materials and otherwise in all other aspects in strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned by the Engineer-in-Charge.
- (iii) The Contractor shall comply with the provisions of the contract and execute the works with due 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.

28.0 Materials to be provided by the Contractor

- (i) The Contractor shall, at his own expense, provide all materials required for the works from the approved manufacturers as mentioned in the tender document.
- (ii) The Engineer-in-Charge or his authorized representative/ Employer/

PMC/ TPIA shall at all times have access to the works or from where materials, manufactured articles, equipment's or machinery are being obtained for the works and the Contractor shall offer every assistance in obtaining the right to visit and ensure physical visit to such works as directed by engineer-in-charge. The cost for travelling and accommodation to these works of the Engineer in charge or his authorized representatives will be borne by the Employer/ PMC/ TPIA apart from those specifically written in the Special conditions of contract. However, the costs towards the contractor or his representatives towards the costs of such visits will be borne by the contractor. The Engineer-in-Charge shall have full powers to instruct the contractor for acceptance, rejection, improvement or substitution prior to delivery on site of any such material that he might have undertaken to inspect the materials at the works.

- (iii) The Engineer-in-Charge shall have full powers to instruct the contractor for removal of all materials from the site/premises, which in his opinion are not in accordance with the specifications. In case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the Contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full power to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied by others at the risk and cost of the contractor. All such costs for removal and substitution shall be borne by the Contractor.
- (iv) The Contractor shall ensure that the materials are brought to the site in original sealed containers (except where the packing, bearing manufacturer's markings and brands, and quantity required 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 Engineer-in-Charge or his authorized representative.
- (v) The Contractor shall produce receipt vouchers showing quantity of materials to satisfy the Engineer-in-Charge that the materials comply with the contract stipulations. These vouchers shall be endorsed, dated and signed by the Contractor. A certified copy of each such voucher signed both by the Engineer-in-Charge and the Contractor shall be kept on record.

29.0 Materials, Samples and Testing

- (i) The materials/products used on the works shall be one of the approved makes/ brands out of the list of approved manufacturers/ brands/ makes given in the tender document. The Contractor shall submit

samples/specimens out of approved makes to the Engineer-in-Charge for prior approval.

- (ii) The above provisions shall not absolve the Contractor from the quality of final product and in getting the material and workmanship quality checked and approved from the Engineer-in-Charge/Employer.
- (iii) 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 the Engineer-in-Charge. The materials, articles etc. as approved shall be labelled as such and shall be signed by Engineer-in-Charge and the Contractor's representative.
- (iv) The approved samples shall be kept in the custody of the Engineer-in-Charge 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.
- (v) 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.

30.0 Makes of Materials

The materials required to be supplied by the Contractor under this contract shall be procured from the list of approved manufacturers/ brands/ makes enclosed in the contract document.

31.0 Materials Procured with the Assistance of Engineer-in-Charge

NOT APPLICABLE

32.0 Contractor to Supply Tools & Plants

The Contractor shall provide at his own cost all materials, machinery, tools & plants as required for execution of the work. In addition to this, appliances, implements, other plants, ladders, 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 completion of the work. The Contractor shall also supply without any charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. In the event of his failure to do so, the same may be provided by the Engineer-in-Charge at the expense of the Contractor and the expenses thereon shall be recovered from any money due to the Contractor under this contract or otherwise and/ or from his security deposit.

33.0 Mobilization of Men, Materials and Machinery

- (i) 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.
- (ii) It shall be solely 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 scheduled time of completion of work. Contractor shall also be responsible for obtaining temporary electric and water connections for all purposes. The Contractor shall also make standby arrangements for un-interrupted supply of water & electricity.
- (iii) The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be solely the Contractor's responsibility and his rates for execution of work shall be inclusive of supply of all these items.
- (iv) It is mandatory for the Contractor to provide safety equipment and gadgets to all his 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, face-masks, safety-nets, safety-belts, goggles, hand sanitizers etc. as per work requirements. The Contractor shall keep a few spare sets of such gadgets for use by the Employer or the Engineer-in-Charge and /or his representative or any other inspecting teams. No staff/ worker shall be allowed to enter the site without these equipment/ gadgets.
- (v) The cost of the above equipment/ gadgets is deemed to be included in the rates quoted by the Contractor and the Contractor shall not be entitled for any extra payment in this regard. The Contractor shall abide by the regulations pertaining to Health, Safety and Environment as per the HSE policy attached elsewhere as a part of this contract.
- (vi) 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 of Engineer-in-charge and his authorised representatives.
- (vii) All materials, construction plants and equipment etc. (including scrap of brought in material) once brought by the Contractor within the project area will not be allowed to be removed from the premises without the written permission of the Engineer-in-charge. Similarly, all enabling

works built by the Contractor for the main construction undertaken by him, shall not be dismantled, and removed without written permission of the Engineer-in-charge.

- (viii) The Contractor shall need to furnish list of equipment/ machinery/ plants available with the Contractor along with the details/ capacities and manufacturing year of each equipment/ machinery/ plant.
- (ix) All Contractor's plant, machinery and equipment shall be kept in perfect working condition during currency of the contract.

34.0 Health, Safety and Environment (HSE) Management

- (i) The Contractor, during entire duration of the Contract, shall adhere to HSE requirement as enclosed in the Bidding Document as Annexure-VIII to SCC.
- (ii) The contractor shall also barricade the site with minimum 3 mtr high sheets or as per the requirement of Green Tribunal/ State Pollution Control Board/ Environment Department or any directions by the local administration during the entire duration of the contract wherever required. Nothing extra shall be paid on this account.

- (iii) Safety Regulations

The Contractor shall abide by all safety regulations and ensure that safety equipment for specific jobs, as stipulated in the factory act/ safety handbook, is issued to workers during execution of work, failing which all the works at site shall be suspended.

- (iv) Security

The Contractor shall make proper security arrangements at his own cost for the materials at site & the works till handing over of the works to the Employer/ Engineer-in-Charge.

35.0 Quality Assurance Programme

- (i) To ensure that the 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 submit to Engineer in charge, such Quality Assurance Programme within 7 days from date of issue Letter of Award for approval. Engineer-in-charge shall also carry out quality audit and quality surveillance of systems and procedures of Contractor's quality control activities. A Quality Assurance Programme of Contractor shall generally cover the following:
 - (a) His organization structure for the management and implementation of the proposed Quality Assurance Program;

- (b) Documentation control system;
 - (c) The procedure for materials and source inspection;
 - (d) System for site controls including process controls;
 - (e) Control of non-conforming items and systems for corrective actions;
 - (f) Inspection and test procedure for site activities;
 - (g) System for indication and appraisal of inspection status;
 - (h) System for maintenance of records;
 - (i) System for handling, storage, and delivery; and
 - (j) A quality plan detailing out quality practices and procedures, relevant acceptance levels for all types of work under the scope of this contract.
- (ii) The Contractor shall maintain all the quality reports. Checklists & Registers as per CPWD norms in this regard shall be submitted to the Engineer-in-Charge for approval and the same shall be adopted. If any item is not covered by the Check-list/ Register, the Format for the same may be developed and submitted to the Engineer-in-Charge for approval and the same shall be adopted. These filled-in reports shall be duly signed by representatives of the Contractor and the Engineer-in-charge. All the costs associated with Printing of Formats and testing of materials required as per technical specifications or as per instructions of Engineer-in-Charge shall be included in the Contractor's quoted rates in the Schedule/ Bill of quantities. Nothing extra shall be paid to the Contractor on this account.

36.0 Contract Coordination Procedures, Coordination Meetings and Progress Reporting

NOT APPLICABLE

37.0 Protection of Existing Facilities

- (i) Contractor shall obtain full details of all existing and planned underground services from concerned agencies and shall always follow these closely during the performance of work. Contractor shall be responsible for location and protection of all underground lines, structures, power cables, OFC cables etc. at his own cost.
- (ii) Despite all precautions, should any damage to any structure/ utility etc. occur, the Contractor shall immediately inform the Engineer-in-Charge and the Contractor shall forthwith carry out repair at his expense under the direction and to the satisfaction of Engineer-in-Charge. If the same is not attended by the Contractor within the said time period, it will be

got done at the risk and cost of the contractor through other agencies.

- (iii) Contractor shall take all precautions to ensure that no damage is caused to the existing structures, pipelines, cables etc. during execution of the works.

38.0 Completion Plans and Completion Certificate

- (i) Within ten days of completion of the work, the Contractor shall give notice of such completion to the Engineer-in-Charge. On the receipt of such notice, the Engineer-in-Charge shall within thirty days inspect the work and if there is no defect in the work, he shall furnish the Contractor with a final certificate of completion.
- (ii) In case of any shortcomings/ defects, a provisional certificate of physical completion indicating the defects (a) to be rectified by the Contractor, and/or (b) for which payment will be made at reduced rates, shall be issued.
- (iii) However, no final certificate of completion shall be issued, nor shall the work be considered to be complete until the Contractor shall have removed from the premises on which the work is 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 and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution. Similarly, no completion Certificate shall be issued until the work shall have been measured by the Engineer-in-Charge.
- (iv) If the Contractor shall fail to comply with the requirements of this clause as regards removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may remove such scaffolding, surplus materials and rubbish etc. at the expense of the Contractor and dispose of the same as he deems fit and clean off such dirt as aforesaid, and the Contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof less actual cost incurred on removal of materials/ debris / malba etc.
- (v) The Contractor shall be responsible for handing over of the completed works on a pre-approved format.
- (vi) The Contractor shall, during the course of execution, prepare and keep updated a complete set of 'As Built' drawings.

No payment of final bill shall be released to the Contractor until final work

completion certificate is obtained from Employer.

39.0 Completion Documents

The following documents shall be submitted in soft copy and hard-binders by the Contractor in 05 (Five) sets as a part of completion documents:

- (i) Test Certificates, Warranty/ Guarantee certificates and copies of Purchase Orders (Required for Warranty/ Guarantee).
- (ii) All other documents as specified in the respective specifications.
- (iii) Complete set of “As-built” drawings signed by the Contractor and Engineer-in-Charge;
- (iv) Declaration by the Contractor that it has duly cleared any and all of the dues payable by it to its labourer, employees, piece-rate workers (PRWs), and other personnel, sub-Contractors, suppliers, vendors, GST, income Tax, entry tax, excise, customs duty, provident fund, employees state insurance (ESI) and royalties, or other amounts payable under any Applicable Law (if any) and Certificate towards ‘No claim’ other than the claim in the Final bill.

40.0 Prohibition of Unauthorised Construction & Occupation

- (i) No unauthorized buildings, construction of structures should be put up by the Contractor anywhere on the project site, neither any building built by him shall be occupied in un-authorized manner by him or his staff.
- (ii) 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 Engineer-in-Charge with vacant possession of complete building. If such building, though completed, is occupied unauthorisedly/ illegally, then the 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 delay in completion and, levy of Penalty may be imposed in line with Clause 8.0 of GCC for such delay.

41.0 Foreclosure of Contract

- (i) If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any unforeseen and compelling reasons and as a result of which the work has to be abandoned or reduced in scope, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor stating the decision as well as the cause for such decision and the Contractor shall act accordingly in the matter. The Contractor shall have no claim of any compensation or otherwise, whatsoever, on

account of any profit, loss of profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

- (ii) The Contractor shall be paid for the works executed at site at contract rates at the time of foreclosure.
- (iii) The Contractor shall, if required by the Engineer-in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.
- (iv) In the event of action being taken under Clause 14.0 to reduce the scope of work, the Contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the Contractor, the Engineer-in-Charge/Employer may return the previous Performance Guarantee.

42. Defects Liability Period

- (i) The Contractor shall be responsible for rectification of defects in the works for a period 10 (Ten) years from the date of completion certified by the Engineer-in-Charge. 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 Engineer-in-Charge at the risk and cost of the Contractor.

Provided that the Contractor shall not be liable for any such structural/ architectural defect as may be induced by the allottee(s), by means of carrying out structural or architectural changes from the original specification designs.

- (ii) A part of the security deposit will be retained towards defect liability as per Clause 3.0 of the GCC above.

43. Sub-Letting / Sub-Contracting

Subletting part or whole of the works/Subcontracting is not permitted.

44. Execution of Electrical Works

NOT APPLICABLE

45. Force Majeure

- (i) Any delay in or failure to perform on the part of either party, shall not constitute default so as to give rise to any claim for damages, to the extent such delay or failure to perform is caused by an act of God, due to Pandemic, or by fire, explosion, flood or other natural catastrophe, governmental legislation, orders or regulation etc. The time for performance of the respective obligations 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 Employer in handing over the entire site and/ or in releasing the funds continues even on the expiry of the stipulated date of completion, Engineer-in-charge, 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 material at site and which remain unused, the Engineer-in-Charge shall always have the option of taking over of all such materials at their purchase price or at the local current /DSR rates, whichever is lower.
- (ii) The Contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in this clause.

46. No Compensation

The Contractor shall have no claim, whatsoever, for compensation or idling charges against the Employer or his authorized representative on any ground or for any reason, whatsoever.

47. Directions for Works

- (i) All works under the contract shall be executed under the direction and subject to approval in all respects of the Engineer-in-Charge.
- (ii) The Engineer-in-Charge and his authorized representative shall communicate or confirm their instructions to the Contractor in respect of 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 of the Site Order Book. A soft copy of this "works site order book" shall be mailed to the contractor and Employer/PMC/TPIA monthly.

48. Work in Monsoon Season and Rains

The execution of the work may entail working in the monsoon season also. The Contractor must maintain labour force as may be required for the work and plan and execute the construction and erection according to the

prescribed schedule. No special/ extra rate will be considered for such work during the monsoon season. The stipulated period for completion of project includes the monsoon period, holidays & festivals and the contractor shall make provisions of the same in the contract scheduling submitted to the engineer in charge/Employer. Further;

- (i) During monsoon season and other periods, it shall be the responsibility of the Contractor to keep the construction work site free from any water accumulation at his own cost by making suitable arrangements/ deploying de-watering pumps.
- (ii) Contractor must take due cognizance of the presence of monsoon/ rainy season/ days in his scheduled completion period and accordingly, take all necessary measures to protect, reorganize and maintain progress on the work without any interruptions.
- (iii) No extension of time due to interruption/suspension of work, waterlogging, reduced/ slowing down of progress, non-availability of manpower etc., whatsoever may be the reason, shall be tenable on account of monsoons/ rains and further no claim for stand-by of manpower and equipment, other resources etc. shall be paid for subject to provisions under Clause 17 of the General conditions of contract.
- (iv) Contractor shall procure and stock sufficient quantities of materials viz. coarse and fine aggregates, bricks etc. adequate for the planned volume of the work during the monsoons, well in advance of the onset of same so that progress of work is not affected on this account.
- (v) All electrical installations, equipment shall be placed on plinths above ground under proper rain sheds to avoid any inundation, short circuit and hazards of electrocution.
- (vi) Price shall be inclusive of all costs and expenses including supply of materials required for monsoon protection like tarpaulins, shed, structural, GI sheet etc. for the above provisions and no separate payment shall be made on this account.

49. Work on Sundays, Holidays and During Night

For carrying out work on Sundays and Holidays or during night, the Contractor shall make necessary arrangements to carry out the works at no extra cost to the Employer, under intimation to the Engineer-in-Charge.

50. Water and Electricity

The Contractor shall make his own arrangements for Water, fit for construction, use & Electrical Power for construction including all necessary materials and equipment's for its distribution and utilisation for construction activities and other purposes at his own cost. The Contractor shall also make

standby arrangements for water & electricity to ensure un-interrupted supply of water and electricity for smooth progress of works as per relevant clauses in the special conditions of contract (SCC).

51. Land for Labour Huts/ Site Office and Storage Accommodation

- (i) The Contractor may construct temporary office, storage, accommodation, and labour huts within the site premises wherever possible, with prior approval of the Engineer-in-Charge. In case, where surplus land is not available within the site and/or not permitted by the Employer, the Contractor shall arrange the land for temporary office, storage, accommodation and labour huts at his own cost and shall be responsible for taking the clearance of local authorities, if required, for setting up/construction of labour camp and the same is deemed to be included in the rates quoted by the Contractor for the works. The Contractor shall check the availability of land before tendering and no claim whatsoever shall be entertained in this regard.
- (ii) The Contractor shall ensure that the labour huts are kept clean and in hygienic conditions. The land for the above purposes shall be so placed that it does not hinder the progress of work or access to the worksite. Vacant possession of the land used for the purpose shall be given back by the Contractor to Employer/ authority after completion of the work.
- (iii) The security deposit of the Contractor shall be released only after the Contractor demolishes all temporary structures and clears the site to the satisfaction of Engineer-in-Charge. In the event the Contractor has to shift his labour camps 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 the Engineer-in-Charge, he shall comply with such instructions at his risk and cost and no claim whatsoever shall be entertained on this account.

52. Watch & Ward and Lighting of Work Place

- (i) The Contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, obstructions, lights, watchmen etc. during the progress of work as directed by Engineer-in-Charge.
- (ii) The Contractor shall provide uninterrupted lighting of the work-place and surrounding areas during the night hours with a minimum lux level of 10-15 lux. No additional payment shall be made on this account and the cost in this regard is deemed to be included in the quoted rates.

53. Installation of Sign Boards

The Contractor shall fix/ install Construction/safety sign boards of suitable

sizes and in adequate numbers as per the instructions of Engineer-in-Charge before/during the execution of work. No additional payment shall be made to the Contractor on this account.

54. Schedule of Quantities/ Bill of Quantities

The quantities shown against the various items of work are approximate quantities, which may vary as per the actual requirement of work. Any variation in quantities, if occurs during the execution of the works, will be dealt as per the provisions of the contract.

55. Indian Standards

Wherever any reference is made to any BIS in any particular specifications, drawings or bill of quantities, it means the Indian Standards editions with up-to-date amendments issued till the last date of receipt of tender documents.

56. Records of Consumption of Materials

- (i) For the purpose of keeping a record of materials consumed in works, the Contractor shall maintain a register in the format approved by the Engineer-in-Charge, 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 the representative of the Engineer-in-Charge.
- (ii) The register of cement, steel & other materials (if required) shall be kept at site in the safe custody of Engineer-in-charge during progress of the work. This provision will not, however, absolve the Contractor from the quality of the final product.

57. Care of Works

From the commencement to the completion of works and handing over, the Contractor shall take full responsibility for care of all the works and in case of any damage/ loss to the works or to any part thereof or to any temporary works due to lack of precautions or due to negligence on the part of Contractor, the same shall be made good by the Contractor at no extra cost to Employer.

58. Coordination with Other Agencies

- (i) 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 coordination with other agencies will be Contractor's responsibility. In case of any dispute, the decision of Engineer-in-charge shall be final and binding on the Contractor.
- (ii) If and when required for the coordination of works with other agencies involved at site, the Contractor shall within the scope of work, re-route

and/or prepare approaches and working areas as may be necessary.

59. Setting Out of the Works

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 any error appears or arises in the position, levels, dimensions or alignment of any part of the works at any time during the progress of works, the Contractor shall rectify such error to the satisfaction of Engineer-in-charge at his own expenses. The checking of any setting out or of any line or level by the Engineer-in-charge shall not in any way relieve the Contractor of his responsibility for the correctness thereof.

60. Site Clearance

The contractor, at no extra cost shall;

- (i) 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 completed work to the Engineer-in-charge, the Contractor shall remove all temporary structures made by the contractor during the execution of the work, scaffolding, rubbish, debris, left-over materials, tools and plants, equipment etc. and clean the site to the entire satisfaction of the Engineer-in-charge. If this is not done, the same may be got done by the Engineer-in-charge at the risk and cost of Contractor.
- (ii) If the work involves dismantling of any existing structure in whole or part, any RCC foundation and/ or paved area, care shall be taken to limit the dismantling up to the exact point and/ or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the cost and risk of Contractor to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the Contractor.
- (iii) Disposal of Debris shall be done by the Contractor at the designated disposal area(s) within the boundary limits as directed by engineer in charge. In case the Employer is not in a position to provide disposal area within the boundary limits due to space constraints, the Contractor has to dispose the same outside the boundary limits as per the provisions of the contract. While disposing the Debris outside the boundary limit, the Contractor has to ensure that the same are disposed off safely and fulfilling the local statutory regulations including but not limited to the guidelines/ stipulations of State Pollution Control Board.

61. Security and Security Arrangements

- (i) The Contractor shall provide adequate number of watch and ward personnel on round the clock basis with limited/restricted access to the site through gates manned by the Security personnel. The responsibility for safe custody of materials, works in progress, office of Employer/ Engineer-in-charge, building and all services etc. lies with the Contractor till handing over of the works to the Employer.
- (ii) The Contractor shall ensure adequate illumination of the worksite(s) on a continuous basis to ensure safe working and to avoid pilferage/theft of materials lying at the work site. The rates quoted shall be deemed to be inclusive of this scope and the Contractor is not entitled for any additional payment in this regard. This is to be implemented from start of work till handing over of the works to the Employer.
- (iii) The project site during execution shall be properly barricaded with Pre-coated sheets/ GI/ MS sheets of at least 3.0 meters and, as directed by the engineer in charge, with proper supports/ foundations in order to isolate the site from surroundings to avoid any disturbance and to avoid the entry of unauthorized personnel. Expenditure towards this activity is considered to be included in the quoted rates.
- (iv) The Contractor shall make adequate security arrangement for protection of the work site and to prevent unauthorized entry to protect their materials and equipment in its own interest at no extra cost to the Employer.
- (v) If at any place/site, entry is restricted by the Employer, the Contractor shall then arrange to obtain through the Engineer-in-Charge, well in advance, all necessary entry permits/ gate passes for his staff and labourer and entry and exit of his men and materials shall be subject to vigorous checking by the security staff. The Contractor shall not be eligible for any claim or extension of time whatsoever on this account.
- (vi) The Contractor shall, at their own cost, construct their centralized store for safe keeping of the materials/equipment and for proper accounting of the material/ equipment being used in this project.

62. Works to remain Open to Inspection

- (i) All works executed or under the course of execution in pursuance of this contract shall at all times be open to inspection of the Engineer-in-charge.
- (ii) The work during its progress or after its completion may be inspected by the third party appointed by the Employer. The compliance of observations/ improvements suggested by the inspecting officers shall be obligatory on the part of the Contractor at his cost.

63. Set-Off of Contractor's Liabilities

The Engineer-in-charge 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, defect liability and proceeds of performance guarantee.

64. Possession Prior to Completion

The Engineer-in-charge shall have the right to take temporary possession of any completed or use 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 Engineer-in-charge 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 Engineer-in-charge in such case shall be final binding and conclusive on the Contractor.

65. Employment of Personnel

- (i) The Contractor shall employ his representatives and workmen after verifying their antecedents and loyalty. He shall ensure that no personnel of doubtful antecedents is associated with the works in any manner.
- (ii) In case the Engineer-in-charge observes misconduct, negligence or incompetence etc. on the part of any representative, agent and workmen or employees etc. of the Contractor, the Engineer-in-charge shall be competent to instruct the Contractor to remove such engineer/ staff/ worker from the site without giving any reason to the Contractor and ask to provide suitable replacements. The decision of the Engineer-in-charge shall be final and binding on the Contractor. The Contractor shall not be allowed any compensation on this account.

66. Technical Staff for Work

- (i) The Contractor shall employ adequate number of technical staff at his cost during the execution of this work depending upon the requirement of work. For this purpose, the numbers to be deployed, their qualification and experience, as decided by Engineer-in-charge, shall be final and binding on Contractor. The Contractor shall not be entitled for any extra payment in this regard.
- (ii) The technical staff should be available at site to take instructions from the Engineer-in-Charge.
- (iii) The Contractor shall submit a site organizational chart and Resume, including details of experience of the Project-in-Charge and other staff

proposed to be deployed by him. The technical team shall be deputed by the Contractor on the Project after getting approval from the Engineer-in-Charge.

- (iv) In case the Contractor fails to employ the staff as aforesaid, he shall be liable to pay a reasonable amount as defined in Special conditions of contract for each month of default in the case of each person. The decision of the Engineer-in-charge as to number of Technical Staff to be adequate for the project and the period for which the desired strength of 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.

67. Valuable Articles Found at Site

All gold, silver and other minerals of any description and all precious stones, coins, treasure, relics, antiques and all other similar things which shall be found in, under or upon the site shall be the property of the Employer.

68. Labour Laws - to be complied with by the Contractor

- (i) The Contractor shall obtain a valid license under the Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour Act (Regulation & Abolition) Central Rules 1971, as amended from time to time, and continue to have a valid license until the completion of the work including the defect liability period.
- (ii) The Contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the Building and other Construction Workers Welfare Cess Act, 1996 and its amendments, if any.
- (iii) The Contractor shall also comply with the provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.
- (iv) The Contractor shall not engage any labour below the age of 18 years under any circumstances. The provisions under Child Labour (Prohibition and Regulation) Amendment Act, 2016 shall be strictly adhered to. In case of any non-compliance with the requirements of Labour laws, the Contractor shall be liable for all consequences or any penalty imposed in this regard.

Payment of Wages:

- (i) The Contractor shall pay to the labour employed by him either directly or through sub-Contractors, wages not less than fair wages as defined in the Contractor's Labour Regulations or as per the provisions of the

Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

- (ii) The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages 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 employed by him.
- (iii) The Contractor shall transfer/ credit the wages/ salary of all labourer/ workers preferably in their bank accounts. He shall be responsible for opening of bank accounts of all labourers/workers employed by the Contractor at the work site in this regard.
- (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 Labour Regulations in regard to payment of wages, wage period, 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..
- (v) Under the provision of labour rules, the Contractor is bound to allow one-day rest for 6 days' continuous work and pay wages at the same rate as for duty to the labour directly or indirectly employed in the works. 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 labourer/ worker and pay the same to the persons entitled thereto from any money due to the Contractor.
- (vi) The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity 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.
- (vii) The Contractor shall indemnify and keep the Employer indemnified against payments to be made under and for the observance of the laws aforesaid and the Labour Regulations without prejudice to his right to claim indemnity from his sub-Contractors.
- (viii) 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.

Labour Safety Provisions

- (i) The Contractor shall be fully responsible to observe the labour safety provisions. 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.
- (ii) 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 Government from time to time for the protection of health and sanitary arrangements for workers.

Observance of Labour Laws

- (i) The Contractor shall be fully responsible for observance of all labour laws, including the local laws and other laws, applicable in this matter and shall indemnify and keep the Employer indemnified against any adverse effect or 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 the Employer or his authorized representative is held liable as "Principal Employer" to pay contributions etc. under legislation of Government or Court decision in respect of the employees of the Contractor, then the Contractor would be liable to reimburse the amount of such payments, contribution etc. to the Employer and/ or the same shall be deducted from the payments, security deposit etc. of the Contractor.
- (ii) The Contractor shall submit proof of having a valid EPF registration certificate. He shall within 7 days of the close of every month, submit a statement to the Employer showing the recoveries of contributions in respect of each employee employed by or through him and shall furnish to Employer such information as the Employer is required to furnish under the provisions of para 36B of the EPF Scheme 1952 to the EPF authorities and other information required by the 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, if demanded by the Engineer-in-Charge.
- (iii) The Contractor shall also ensure the compliance of EPF Act, 1952 by the sub-Contractors, if any, engaged by the Contractor for the above said work.
- (iv) The Contractor shall indemnify and keep the Employer harmless from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Employer 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 & Miscellaneous Provisions Act, 1952 as amended from time to time. All sums payable by way of compensation/ damages/ interest on the outstanding amounts payable by the Contractor shall be considered as reasonable and be payable by the Contractor to the Employer 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 Employer or any money payable to the Contractor by the Employer.

Minimum Wages Act

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

Labour Records

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

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

- (ii) In the event of the Contractor(s) committing a default or breach of any of the provisions of the 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, the compensation imposed, if any, by the concerned Department will be recoverable from his dues.
- (iii) Should it appear to the Engineer-in-Charge that the Contractor is not properly observing and complying with the provisions of the 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 workers employed by the Contractor(s) (hereinafter referred as “the said Rules”) the Engineer-in-Charge shall be competent to give a notice in writing to the Contractor requiring that the said Rules be complied with the amenities prescribed therein and shall be provided to the workers within a reasonable time to be specified in the notice.

- (iv) If the Contractor(s) fails to comply with the notice and observe the said rules within the period specified to provide the amenities to the workers as aforesaid, the 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 in accordance with the approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have the power to give notice in writing to the Contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards. If the Contractor(s) fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the Contractor(s).
- (v) The Contractor shall provide his labourers with a sufficient number of huts (hereinafter referred to as the camp) at his own cost of the following specifications on a suitable plot of land:
 - (a) The minimum height of each hut at the eave’s level shall be 2.10 m. (7 ft.) and the floor area to be provided will be at the rate of 2.70 sqm (30 Sqft.) for each member of the worker’s family staying with the labourer.
 - (b) The Contractor 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 shall also construct temporary latrines and urinals, and bathing & washing places for the use of labour/ workers, which shall be at the rate one such facility for each 25 users (men and women to be counted separately), and separate latrines and urinals to be provided for women. These facilities shall be suitably screened.

- (vi) 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 Engineer-in-Charge and the Contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.
- (vii) The Contractor(s) shall provide each hut with proper ventilation.
- (viii) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
- (ix) There shall be kept an open space of at least 7.2 m. between the rows of huts, which may be reduced to 6 m. according to the availability of site with the approval of the Engineer-in-Charge. Back-to-back construction will be allowed.
- (x) Water Supply - The Contractor(s) shall provide adequate supply of water for the use of labourer. 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 pipelines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges thereof.
- (xi) Disposal of Excreta- The Contractor 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 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 directly by him to the Municipality/authority. The Contractor shall provide one sweeper for every eight seats in case of dry system.
- (xii) Drainage - The Contractor shall provide efficient arrangements to drain away sullage water so as to keep the camp neat and tidy.
- (xiii) The Contractor shall make necessary arrangements for keeping the

camp area sufficiently lighted to avoid accidents to the workers.

- (xiv) Sanitation - The Contractor shall make arrangements for conservancy and sanitation in the labour camps according to the Public Health and Medical Authorities.

69. Recovery of Compensation Paid to Workmen

In every case in which by virtue of the provisions of the Workmen's Compensation Act, 1923, Employer is obliged to pay Compensation to a workman employed by the Contractor, in execution of the works, Engineer-in-Charge/Employer will recover from the Contractor, the amount of the Compensation so paid from any sum due to the Contractor whether under this contract or otherwise.

70. Ensuring Payment and Amenities to Workers if Contractor Fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation & Abolition) Central Rules 1971, Employer is obliged to pay any amount of wages to workman employed by the Contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act or under the 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 Contractors, Employer will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred from any sum due by Employer to the Contractor whether under this contract or otherwise.

71. Change in Firm's Constitution to be Intimated

Where the Contractor is a partnership firm, the prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership under agreement where the partnership firm would have the right to carry out the works hereby undertaken by the Contractor.

72. Indemnity Against Patent Rights

The Contractor shall fully indemnify the Employer and his authorized representatives 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.

73. Law Covering the Contract

This contract shall be governed by the Indian laws for the time being in force.

74. Laws, Bye-Laws Relating to the Work

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

75. Jurisdiction

The agreement shall be executed at Gurugram on non-judicial stamp paper purchased in Gurugram and the courts at Gurugram alone will have jurisdiction to deal with matters arising there from, to the exclusion of all other courts.

76. Contractor Liable for Damages, Defects During Defect Liability Period

If the Contractor or his working people or servants shall break, deface, injure, or destroy any part of the building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work, he shall, upon receipt of a notice in writing from Engineer-in-Charge on that behalf, make the same good at his own expense or in default, the Engineer-in-Charge shall cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the Contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

77. Resolution and Settlement of Disputes & Arbitration

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

- (i) If the Contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer-in-Charge considers any act or decision of the Contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes, request as under.
 - (a) Dispute to be put up before the Employer for resolution.
 - (b) If the resolution fails, the matter be put up before the Conciliation Committee to be appointed by the Employer.
 - (c) If the conciliation also fails, the Contractor may request for the appointment of arbitrator under intimation to the other party.
 - (d) On receipt of such request, the Employer may appoint a sole arbitrator for adjudication of the dispute(s).
- (ii) It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator.
- (iii) The parties shall share the Arbitration fees equally. In case there is no finalization of place of arbitration, the Arbitral Tribunal shall determine the place of arbitration. The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, the Arbitral Tribunal shall decide the venue.

78. Action where no Specifications are prescribed

In the case of any class of work for which there is no such specifications, such work shall be carried out in accordance with the latest CPWD, Bureau of Indian Standards Specifications. In case there are no such specifications mentioned in the CPWD/ Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per State/ District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

SECTION - 4

Forms and Formats

Format-I

Declaration by the bidder regarding bidding document

1. I/ We_____ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Documents (including but not limited to) the Commercial & Technical Requirements/ Specifications and that our Bid has been prepared accordingly in compliance with the requirements stipulated in the said documents.
2. I/ We are submitting the **Table of Contents of Bidding Documents and amendments, if any**, as part of our Bid duly signed and stamped on each page in token of our acceptance. We are not submitting the total Bidding Document as part of our Bid but undertake that said Bidding Document shall be deemed to form part of our Bid and in the event of award of work to us, all parts shall be considered for constitution of the Contract Agreement. Further, I/ We shall sign and stamp each page of these documents as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

Signed for and on behalf of <bidder's name>
<Name of the Signatory>
Authorised Representative of the Bidder

Place: _____

Date: _____

Format-II

Letter of Waiver (on Letter-head of the Bidder)

1. I/ We _____ <Bidder's Name> _____ hereby agree to fully comply with, abide by and accept without variation, deviation or reservation, all technical, commercial and other conditions whatsoever of the Bidding Document including Addenda (if any).
2. I/ We further hereby waive, withdraw and abandon any and all deviations, variations, objections or reservations whatsoever thereto here to-before set out, given or indicated in our offer, clarifications, correspondence, communications, or otherwise, with a view that the price bid submitted shall be treated to conform in all respects with the terms and conditions of the said Bidding Documents including all Addenda.
3. I/ We further hereby confirm that the prices quoted in the price bid are as per the provisions of the Bidding Document and there is no deviation in the price bid.

Signed for and on behalf of <bidder's name>
<Name of the Signatory>
Authorised Representative of the Bidder

Place: _____

Date: _____

Format-III

Undertaking for Non-engagement of Child Labour

I/ We hereby declare that:

- (i) We are committed to elimination of child labour in all its forms.
- (ii) Neither we nor any of our nominated sub-contractor(s) are engaging Child Labour in any of our work(s) in terms of the provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable laws.
- (iii) We, as well as our nominated sub-contractor(s), undertake to fully comply with provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable labour laws in case the work is awarded to us.
- (iv) It is understood that if I/We, either before award or during execution of Contract, commit a transgression through a violation of (ii) and (iii) above or in any other form, such as to put my/our reliability or credibility in question, the Employer is entitled to disqualify us from the Tender process or terminate the Contract, if already executed or exclude me/us from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression as determined by the Employer. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Employer.
- (v) I/ We accept and undertake to respect and uphold the Employer's absolute right to resort to and impose such exclusion.

Signed for and on behalf of <bidder's name>
<Name of the Signatory>
Authorised Representative of the Bidder

Place: _____

Date: _____

Form for submission of Pre-bid queries by the bidders

**(Name & Signature of the Bidder
or his authorised representative)**

Page 101 of 201

Format-V

Application for Extension of Time

(To be submitted by the Contractor)

1.	Name of the Contractor									
2.	Name of the work as given in the Agreement									
3.	Agreement No.									
4.	Estimated amount put to tender									
5.	Date of commencement of work as per agreement									
6.	Period allowed for completion of work as per agreement									
7.	Date of completion stipulated as per agreement									
8.	<p>Period for which extension of time has been given previously:</p> <p>Extension Granted earlier:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">a)</td> <td style="width: 40%;">First extension vide Engineer-in-charge letter No... ..date</td> <td style="width: 15%; text-align: center;">Months</td> <td style="width: 15%; text-align: center;">Days</td> </tr> <tr> <td style="text-align: center;">b)</td> <td>2nd extension vide Engineer-in-charge letter No..... date</td> <td style="text-align: center;">Months</td> <td style="text-align: center;">Days</td> </tr> </table>		a)	First extension vide Engineer-in-charge letter No... ..date	Months	Days	b)	2nd extension vide Engineer-in-charge letter No..... date	Months	Days
a)	First extension vide Engineer-in-charge letter No... ..date	Months	Days							
b)	2nd extension vide Engineer-in-charge letter No..... date	Months	Days							
9.	Reasons for which extension have been previously given (copies of the previous application should be attached)									
10.	Period for which extension is applied for:									
11.	<p>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 -</p> <p>a) Serial No.</p> <p>b) Nature of hindrance</p> <p>c) Date of Occurrence</p> <p>d) Period for which it is likely to last</p> <p>e) Period for which extension required for this particular hindrance.</p> <p>f) Over lapping period, if any, with reference to item</p> <p>g) Net extension applied for</p> <p>h) Remarks, if any</p>									
12.	Total period for which extension is now applied for on account of hindrances mentioned above	Month/ days								

13.	Extension of time required for extra work.	
14.	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.	
15.	Total extension of time required for 11 & 12	

Submitted in the office of the Engineer-in-Charge.

Signed for and on behalf of
<bidder's name>

<Name of the Signatory>

Authorised Representative of the Bidder

Place: _____

Date: _____

Format - VI

Performa of Bank Guarantee in lieu of EMD

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

Employer/PMC,

1. In consideration of the Employer/PMC, having its Registered Office at _____ (hereinafter called "Employer/ PMC" which expression shall, unless repugnant to the subject or context, include its successors and assigns) having issued Notice Inviting Tender No. _____ and M/s. _____ having its Registered Office at _____ (hereinafter called the "Tenderer") is to participate in the said tender for _____.
2. Whereas the Employer/PMC, as a special case, has agreed to accept an irrevocable and unconditional Tender Bond Guarantee for an amount of Rs. _____, valid up to _____ from the tenderer in lieu of Cash Deposit of Rs. _____ required to be made by the tenderer, as a condition precedent for participation in the said tender.
3. We the (hereinafter called the "BANK") having its Registered Office at _____ and branch office at _____, do hereby unconditionally and irrevocably undertake to pay to the Employer/PMC immediately on demand in writing, without any demur/ protest, any amount but not exceeding Rs. _____ and any such demand made by the Employer/PMC shall be conclusive and binding on us irrespective of any dispute or differences that may be raised by the tenderer. Any change in the constitution of the tenderer or the Bank shall not discharge our liability under this Guarantee.
4. We, the _____ Bank, lastly undertake not to revoke this guarantee during its currency without the prior consent of the Employer/PMC in writing and this guarantee shall remain valid up to _____ upon expiry of which, we shall be relieved of our liability under this guarantee thereafter.

For and on behalf of the Bank

Place:

Dated:

Witness.

- 1.
- 2.

Format-VII

Performa of Bank Guarantee (Performance)

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

Employer/PMC,

1. Whereas the Employer/ PMC, having its Registered Office at _____ (hereinafter called "Employer/PMC", which expression shall include its successors and assigns) having awarded a work order/contract / supply order No. dated (hereinafter called the contract) to M/s _____ (hereinafter called the contractor/ supplier) at a total price of Rs. _____ subject to the terms and conditions contained in the contract.
2. Whereas, the terms and conditions of the contract require the contractor to furnish a bank guarantee for Rs. _____ (Rupees _____) being _____ % of the total value of the contract for proper execution and due fulfilment of the terms and conditions contained in the contract.
3. We, the Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to the Employer/PMC immediately on demand in writing and without protest/or demur all moneys payable by the contractor/ supplier to the Employer/PMC in connection with the execution/ supply of and performance of the works/ equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by Employer/PMC by reason of any breach by the contractor/ supplier of any of the terms and conditions contained in the contract as specified in the notice of demand made by Employer/PMC to the bank. Any such demand made by Employer/PMC on the bank shall be conclusive evidence of the amount due and payable.
4. This guarantee shall be a continuing guarantee and irrevocable for all claims of the Employer/PMC as specified above and shall be valid during the period specified for the performance of the contract.
5. We, the said bank, further agree with the Employer/PMC that the Employer/PMC shall have the fullest liberty, without our consent and without affecting in any manner our obligations and liabilities hereunder, to vary any of the terms and conditions of the said contract or to extend time for performance of the contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by Employer/PMC against the contractor/supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or omission on the part of Employer/PMC or any indulgence by Employer/PMC to the contractor or by any such matter or thing, whatsoever, which under the

law relating to the sureties would, but for this provision, have effect of so relieving us.

6. This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever Employer/PMC may now or at any time have in relation to the performance of the works/ equipment and the Employer shall have full recourse to or enforce this security in performance to any other security or guarantee which the Employer/PMC may have or obtained and there shall be no forbearance on the part of the Contractor in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for Employer/PMC to proceed against the said contractor/supplier before proceeding against the Bank.
7. This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier/ contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to Employer/PMC are paid by the Bank in terms thereof.
8. 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 effected 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) or any denial of liability by the supplier/ contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to Employer/PMC in terms hereof.
9. We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of Employer/PMC in writing, upon expiry of which we shall be relieved from all liabilities under this guarantee thereafter.
10. Signed this _____ day of _____ at _____.

For and on behalf of the Bank

(Signature, name and Designation of the Signatory
along with the Bank Seal)

WITNESS.

1.

2.

Format - VIII

Performa of Bank Guarantee

(For mobilization advance)

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

Employer/PMC,

1. In consideration of the Employer/PMC, having its Registered Office at _____ (hereinafter called "Employer/PMC", 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 _____ and the Employer/PMC in connection with _____ (hereinafter called "the said contract") to make at the request of the Contractor a Mobilization Advance of Rs. _____ for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to Employer/PMC, we the _____ Bank Ltd. (hereinafter referred to the "the said Bank") and having our registered office at _____ do hereby guarantee the due recovery by Employer/PMC of the said advance as provided according to the terms and conditions of the Contract.
2. We, the said Bank, do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Employer/PMC stating that the amount claimed is due to the Employer/PMC under the said Agreement. Any such demand made on the _____ shall be conclusive as regards the amount due and payable by the _____ under this guarantee and _____ agree that the liability of the _____ to pay the amount so demanded to the Employer/PMC, shall be absolute and unconditional notwithstanding any dispute or disputes raised by the Contractor and notwithstanding any legal proceeding(s) pending in any Court or Tribunal relating thereto. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____, which shall be valid up to _____.
3. We, _____ Bank further agree that Employer/PMC shall be the sole judge of and as to whether the amount claimed has fallen due to the Employer/PMC 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 Employer/PMC on account of the said advance together with interest not being recovered in full and the decision of Employer/PMC 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 Employer/PMC shall be final and binding on us.

4. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect till the said advance has been fully recovered and its claims satisfied or discharged and till the Employer/PMC certify that the said advance has been fully recovered from the said contractor and, accordingly, discharges this Guarantee subject, however, that Employer/PMC shall have no claims under this Guarantee after the said advance has been fully recovered, unless a notice of the claims under this Guarantee has been served on the bank before the expiry of the said Bank Guarantee in which case the same shall be enforceable against the Bank.
5. The Employer/PMC 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 the Employer/PMC and the said Bank shall not be released from its liability under these presents by any exercise by Employer/PMC 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 Employer/PMC or any indulgence by Employer/PMC to the said Contractor or of any other matter or thing whatsoever which under sureties the law relating to would but for this provision have the effect of so releasing the bank from its such liability.
6. It shall not be necessary for Employer/PMC to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which Employer/PMC 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.
7. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of Employer/PMC in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.
8. Signed this ____ day of _____ at _____.

For and on behalf of the Bank

(Signature, name and Designation of the Signatory
along with the Bank Seal)

WITNESS.

1. _____ 2. _____

Format – IX

Performa for Bank Guarantee

(In lieu of Security Deposit)

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

Employer/PMC,

- A. In consideration of the Employer/PMC, having its Registered Office at _____ (hereinafter called) "Employer/PMC", which expression shall include its successors and assigns, having awarded to M/s _____ (hereinafter called "the Supplier/ Contractor"), which expression shall wherever the subject or context so permits includes its successors and assigns, a Contract in terms inter-alia of Employer/PMC's letter No. _____ dated _____ and the Contract/ Purchase Conditions of the Employer/ PMC with the condition of the Contractor/ Supplier furnishing a Bank Guarantee to secure the performance of Contractor's/ Supplier's obligations and /or discharge of the contractor's/ supplier's liability under and/or in connection with the said supply/ contract up to a sum of Rs. _____ (Rupees _____ only).
- B. We, _____, ((hereinafter called "the Bank"), which expression shall include its successors and assigns, hereby undertake and guarantee payment to Employer/ PMC forthwith on the same day on demand in writing and without any protest or demur of any and all moneys payable by the supplier/contractor to the Employer/PMC 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 Employer/PMC to the Bank with reference to this guarantee up to and aggregate limit of Rs. _____ (Rupees _____ only) and the Bank hereby agree with Employer/PMC that:
1. This Guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer/PMC and liabilities of Supplier/ Contractor arising up to and until midnight of _____;
 2. This Guarantee shall be in addition to any other Guarantee or Security whatsoever that Employer/PMC now or at any time have in relation to the Supplier's/ Contractor's obligations/ liabilities under and/or in connection with the said supply/contract, and the Employer/PMC shall have full authority to take recourse or to enforce this Security in preference to any other Guarantee or Security which the Employer/PMC may have or obtain and no forbearance on the part of Employer/PMC in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its liability

hereunder;

3. The Employer/PMC 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 the Employer/PMC under any other security/securities now or hereafter held by Employer/PMC 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 Employer/PMC hereunder or prejudicing rights of Employer/ PMC 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 the Employer/PMC in terms thereof;
5. 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 Employer/PMC in terms thereof;
6. The amount stated in any notice of demand addressed by Employer/PMC to the WARRANTOR as liable to be paid to the Employer/PMC by the supplier/contractor or as suffered or incurred by Employer/PMC on account of any losses or damages, costs, charges and/or expenses shall as between the Bank and Employer/PMC be conclusive of the amount so liable to be paid to the Employer/PMC or suffered or incurred by Employer/PMC as the case may be and payable by the WARRANTOR to the Employer/PMC in terms hereof subject to a maximum of Rs _____ (Rupees _____ only);
7. Unless demand or claim under this Guarantee is made on the WARRANTOR in writing within three months from the date of expiry of the Guarantee i.e. up to the WARRANTOR shall be discharged from all liabilities under this Guarantee there under;

8. Notwithstanding anything contained hereinbefore, 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 three months from the date of expiry.
9. Signed this _____ day of _____ at _____.

For and on behalf of the Bank

(Signature, name and Designation of the Signatory
along with the Bank Seal)

WITNESS.

1.

2.

Format - X

WARRANTY TO BE EXECUTED BY CONTRACTOR FOR REMOVAL OF DEFECTS DURING THE PERIOD OF 10 YEARS AFTER COMPLETION IN RESPECT OF RETROFITTING WORKS

The Agreement made this day of Two thousand and Between Son of(hereinafter called the warrantee the part) and the Unitech Ltd. Whereas this agreement is supplementary to a contract (hereinafter called the contract) dated..... And made between of Warrantor of the one part and Government of the other part.

Whereby the Contractor, inter alia, undertook to render the building and structures in the said contract recited completely rehabilitated.

NOW THE WARRANTOR hereby warrantees that repair and rehabilitated given by him will render the structures completely in sound condition and the minimum life to such rehabilitation work shall be ten years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the warrantor will not be responsible for damaged caused by earthquake or structural defects or misuse of building or alteration and for such purpose.

Misuse of building shall mean any operation which will damage rehabilitation work, like chopping of;

Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing building whereby:

During this period of warrantee the warrantor shall made good all defects and in case of any defect being found, render the building in good condition 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 the notice from the Engineer-in-charge calling upon him to rectify the defects, failing which the work shall be got done by the Department by some other contractor at the cost and risk of Warrantor. The decision of the Engineer-in-charge as to the cost, payable by the Warrantor shall be final and binding.

That if WARRANTOR fails to execute the repair and rehabilitation work or commits breach thereunder then the WARRANTOR will indemnify the Employer and his successors against all loss, damage cost expense or otherwise which may be incurred by him by reason of any default on the part of the WARRANTOR in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and / or cost incurred by the Government the decision of the Engineer-in-charge will be final and binding on the parties.

IN WITNESS WHERE OF these present have been executed by the Warrantor..... and by for the and behalf of the Unitech on the day, months and year first above writer, Signed, sealed and delivered by Warrantor in the presence of

(Warrantor)

(Employer)

Format-XI

Performa for Indenture for Secured Advance or Credit

THIS INDENTURE made this _____ day of _____

Between

The Contractor, which expression shall where the Context as admits or implies be deemed to include his executor/ administrators and assigns of the one part;

And

The Employer/PMC, having its Registered Office at _____ (represented trough the Engineer-in-Charge), which expression shall where the context so admits or implies be deemed to include its successors and assign of the other part;

Whereas by an agreement dated (hereinafter called the said agreement), the Contractor has agreed to construct _____ ;

And whereas the Contractor has applied to the Engineer-in-Charge that he may be or be given credit for materials brought by him to the site of the work subject to the said agreement for use in construction of the work.

NOW. THIS INDENTURE Witnessed that in pursuance of the said agreement and in consideration of the sum of Rs. _____ (Rupees _____ only) paid to the contractor by the Engineer-in-Charge, the receipt whereof the Contractor hereby acknowledges and of such advance or credit (if any) as may be made to him as aforesaid, the Contractor hereby covenants and agrees with the Engineer-in-Charge and declares as follows:

1. That all sums given as advance or credit by the Engineer-in-Charge to the Contractor as aforesaid shall be employed by the Constructor in or toward the execution of the said works and for no other purpose whatsoever.
2. That the material for which the advance or credit is given are offered to and accepted by the Engineer-in-Charge as security and are absolutely the Contractor's own property and free from encumbrances of any kind. The Contractor will not make any application for or receive further advance or credit on the security or material which are not absolutely his own property and free from encumbrances of any kind and the Contractor shall indemnify the Engineer-in-Charge against any claims to any material in respect of which advance or credit has been made to him as aforesaid.
3. That the said material and all other material on the security of which any further advance or advances or credit may be given as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer-in-Charge and in terms of said agreement.

4. That the Contractor shall make all necessary and adequate arrangements for the proper safe custody and protection at his own cost against all risks qua the said material and, that until used in the construction as aforesaid, the material shall remain at the site of the said works in the Contractor's custody and on his responsibility and shall at all times be open to inspection by the Engineer-in-Charge. In the event of the materials or any part thereof being stolen, destroyed or damaged or getting deteriorated, the Contractor will replace the same with other materials of like quality or repair and make good the same as required by the Engineer-in-Charge.
5. That said material shall not on any account be removed from the site of work except with the written permission of the Engineer-in-Charge.
6. That the advance shall be repayable in full when or before the Contractor receives payment from the Engineer-in-Charge of the price payable to him for the said work under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done then on the occasion of each payment, the Engineer-in-Charge will be at liberty to make a recovery from the Contractor's bill from such payments by deducting therefrom the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously. The value of this purpose being determined in respect of each description of materials at the rates at which the amounts of the advance as made under these presents was calculated.
7. That if the Contractor shall at any time make any default in the performance or observance in respect of any of the terms and provisions of the said agreement or of that provisions the total amount of the advance or advances that may still be owing to the Engineer-in-Charge, shall immediately on the happening of such default be repayable by the Contractor to the Engineer-in-Charge together with interest thereon at 12% p.a. from the date of respective dated to such advance or advances to the date of payment and with all costs. Damages and expenses incurred by the Engineer-in-Charge in or for recovery hereof or the Contractor hereby covenants and agrees with The Engineer to repay and pay the same respective to him accordingly.
8. That the Contractor hereby charges all the said materials with the repayment to The Engineer of all sums advances or credit as aforesaid and all costs. Charges, damages and expenses payable under these presents PROVIDED ALWAYS it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and wherever the covenant for payment and repayment herein before contained shall be become enforceable and the money owing shall not be paid in accordance therewith. The Engineer may at any time thereafter adopt all or any of the following courses he may deem best:

- (i) Seize the utilize the said material or any part thereof in the completion of the said works in accordance with the provision in that behalf contained in the said agreement debating the Contractor with the actual cost of effecting such completion and the amount due in respect of advance or credit under these presents and crediting the Contractor with value of work done as if he has carried it out in accordance with the said agreement and the rates thereby provided if the balance is against the Contractor is to pay the same to the engineer on demand.
 - (ii) Remove and sell by public action the seized materials or any part thereof and out of the money arising from the sale repay the engineer under these presents and pay over the surplus (if any) to the Contractor.
 - (iii) Deduct all or any part of the moneys owing from any sums due to the contractor under said agreement.
9. Expect in the event of such default on the part of contractor as aforesaid, interest or the said advance shall not be payable.
10. That in the event of conflict between the provisions of these presents and the said agreements, the provision of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents, the settlement of which has not been hereinbefore expressly provided for the same shall so far as is lawful be subject to jurisdiction of Delhi courts only.

IN WITNESS whereof the said the engineer and the contractor hereunto set their respective hands and seals the day year first above written.

Signed Sealed and delivered by Contractor

Note:-As described in the GCC clause 5 regarding secured advance, the interest on secured advance will be charged as mentioned in form no 12, Section-4, Sr No 7. for the delay in incorporation of material by the contractor (For which secured advance is paid to the contractor) in work.

Format - XII

Undertaking by the Contractor regarding Compliance with the provisions of Contract Labour (Regulation & Abolition) Act & Rules, EPF and ESI Obligations

(To be submitted along with each RA/Final Bill)

I, S/o Sh. _____, authorised representative of M/s _____ <the Contractor> _____ do hereby declare and undertake as under:

- (i) That in the capacity of independent Contractor for M/s _____ <Employer/PMC> _____ 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** _____.
- (ii) These wages are not less than the minimum rates applicable to all the employees and no other dues are payable to any employee.
- (iii) That I and the sub-contractor engaged by me for the above said work, if any, have covered all the eligible employees under the 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.
- (iv) 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 Employer/PMC due to my/ my sub-contractor's lapse, I undertake to reimburse the same or the Employer/PMC is authorised to deduct the same from my dues at this Project or at any other Project.

Authorised Signatory

(Name & Seal of Company)

Date:- _____

Witness

1. –

2. –

SECTION - 5

Special Conditions of Contract

1. General

The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Employer shall issue necessary clarifications or instructions to the Contractor, and the order of precedence of the documents shall be as follows:

- I. Contract Agreement
- II. Letter of Award
- III. Bill of Quantities
- IV. Approved Drawings
- V. Technical Specifications
- VI. Special Conditions of Contract
- VII. Instructions to Tenderers
- VIII. General Conditions of Contract
- IX. Other

2. Scope of Work

The scope of work covered in this contract will be as described in **Annexure - I to SCC**.

3. Scope of Supply

The scope of supply covered in this contract will be as described in **Annexure -II to SCC**.

4. Time Schedule

- 4.1. The work shall be executed strictly as per the Time Schedule mentioned in **Annexure - III to SCC**. The period of completion given includes the time required for mobilization & demobilization as well as testing, rectifications, if any, re-testing, and completion in all respects as per the directions of the Engineer-in-Charge.

5. Statutory Approvals

- 5.1. Obtaining statutory approvals during construction and upon completion shall be the responsibility of the Contractor. Contractor shall arrange the inspection of the works by the authorities and necessary co-ordination and liaison work in this respect, if required.

6. Site Organization and Construction Equipment

6.1. Site Organisation:

- (i) The contractor stands liable and responsible to provide adequately qualified, skilled, semi-skilled, and unskilled personnel on the work. The contractor shall

deploy the minimum key Construction Personnel as specified in **Annexure-IV to SCC** and augment the same from time to time as decided by the Engineer-in-Charge depending upon the site requirements & the exigencies of work so as to complete all works within the contracted time schedule and the same shall be done without any additional cost to the Employer. In case the contractor fails to deploy the minimum required key personal, the recovery shall be effected as per details in **Annexure –IV**.

6.2. Construction Equipment

To complete the work as per specifications and within the time schedule, the Contractor shall progressively deploy **Equipment & Machinery** as specified in **Annexure-V to SCC** as and when required and augment the same as decided and directed by the Engineer-in-Charge depending on the exigencies of the work so as to complete all works within the contracted time schedule and without any additional cost to the Employer. The Employer shall not supply any equipment, except those mentioned in Clause 8 below.

7. Materials to be supplied by the Employer

NOT APPLICABLE

8. Tools and Equipment Lying at Site.

- (i) The Employer shall not supply any Tools and Equipment lying at site as 'free issue' material.

9. Health Safety and Environment (HSE) Management

In continuation with Clause 34 of the GCC, the HSE management at site shall be carried out in strict compliance to **Annexure - VIII to SCC**.

10. Maintenance of the Works

NOT APPLICABLE

11. Additional Special conditions of contract (Annexure-IX)

Additional special project specific conditions are given in the **Annexure-IX**.

Annexure - I
(Special Conditions of Contract)

Scope of Work

1. The scope of work includes execution of the items as described in the BOQ, tender drawings and the shop drawings to be approved by Engineer in Charge during the execution of works.

Annexure - II
(Special Condition of Contract)

Scope of Supply

All materials, equipment, labour & consumables, centring, shuttering, scaffolding etc. required for successful completion of work as per the description of items in the Schedule of Rates shall be supplied by the Contractor and the cost of such supply shall be deemed to be included in the quoted rates.

0-0-0-0-0-0

Annexure- III
(Special Condition Of Contract)

Time Schedule

Sr. No.	Description	Time of Completion
1	"Structural retrofitting works based on Structural safety Audit by IIT Roorkee for 'Sunbreeze' project, Gurugram"	2 Months

Notes:

1. The Time indicated is for completing all the works in all respects as per specifications, codes, drawings and instructions of Engineer-in-Charge.

Annexure- IV
(Special Conditions of Contract)

Qualifications & Experience of Key Construction Personnel

1. The qualification and experience of Key construction personnel to be deployed have to be ensured by the contractor in line with the scope of work for such kind of Retrofitting works.

Annexure - V
(Special Conditions of Contract)

All material, equipment, consumables, centring, shuttering, scaffolding etc to be deployed by the Contractor at his own cost.

**Annexure - VI
(Special Conditions of Contract)**

Material lying at site to be supplied by the Employer

-----NIL-----

**Annexure - VII
(Special Conditions of Contract)**

**List of Plant & Equipment in possession of Employer, lying at Site along with
rates to be recovered from the Contractor.**

-----NIL-----

Annexure - VIII
(Special Conditions of Contract)
Health, Safety & Environment Management Plan

HEALTH, SAFETY & ENVIRONMENT MANAGEMENT PLAN

1. Scope

This specification establishes the Health, Safety and Environment (HSE) management requirement to be complied by Contractors/Vendors including their sub-contractors/sub vendors during construction.

This specification is not intended to replace the necessary professional judgment needed to design & implement an effective HSE system for construction activities and the contractor is expected to fulfil HSE requirements in this specification as a minimum. It is expected that contractor shall implement best HSE practices beyond whatever are mentioned in this specification.

Requirements stipulated in this specification shall supplement the requirements of HSE Management given in relevant Act(s)/ Legislations, General Conditions of Contract (GCC), Special Conditions of Contract (SCC) and Technical Specifications. Where different documents stipulate different requirements, the most stringent shall apply.

2 References

The document should be read in conjunction with following:

- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Building and other construction workers Act,
- Indian Factories Act
- Technical specifications
- Relevant State & National Statutory requirements.
- Operating Manuals Recommendation of Manufacturer of various construction Machineries

3. Requirements of Health, Safety & Environmental (HSE) Management System to be complied by contractors

3.1 Management Responsibility

3.1.1 HSE Policy & Objectives

The Contractor should have a documented and duly approved HSE policy & objectives to demonstrate commitment of their organization to ensure health, safety and environmental aspects in their line of operations.

3.1.2 Management System

The HSE management system of the Contractor shall cover the HSE requirements & commitments to fulfil them, including but not limited to what have been specified under clauses 1.0 and 2.0 above. The Contractor shall obtain the approval of its site specific HSE Plan from Engineer in charge prior to commencement of any site works. Corporate as well as Site management of the Contractor shall ensure compliance of their HSE Plan at work sites in its entirety in true spirit.

3.1.3 Indemnification

Contractor shall indemnify & hold harmless, Employer & their representatives, free from any and all liabilities arising out of non-fulfilment of HSE requirements

or its consequences.

3.1.4 Deployment & Qualifications of Safety Personnel

The Contractor shall designate / deploy various categories of HSE personnel at site as indicated below in sufficient number. The Safety supervisors, Safety stewards/Observer etc. would facilitate the HSE tasks at grass root level for construction sites and shall assist Safety Officer/Engineers. Contractor shall appoint safety personnel as given below;

3.1.4.1 Safety Observer/Steward: Contractor shall depute one Safety Observer/Steward.

3.1.4.2 Safety Supervisor: In addition to above, contractor shall depute one Safety Supervisor for every 250 workers and additionally thereon.

3.1.4.3 Safety Engineer: In addition to above (i & ii), one safety engineer/ officer for every 1000 workers and additionally thereon.

a) Safety Steward/Observer

As a minimum, he shall possess class XII pass certificate and should have minimum two year of practical experience in construction work environment and should have adequate knowledge of the local language spoken by majority of the workers at the construction site.

b) Safety Supervisor

As a minimum, he shall possess a recognized graduation Degree or a Diploma in Engg. with minimum Two years of practical experience in construction work environment and should possess requisite skills to deal with construction safety related day-to-day issues.

c) Safety Officer / Safety Engineer

Safety Officer/Engineer should possess following qualification & experience:

- (i) Recognized degree in any branch of Engg. or Tech. or Architecture with practical experience of working in a building or other construction work in supervisory capacity for a period of not less than two years, or possessing recognized diploma in any branch of Engg. or Tech with practical experience of working in a building or other construction work in supervisory capacity for a period of not less than five years.
- (ii) Recognized degree or one year diploma in Industrial safety (from any reputed Indian Institutes).
- (iii) Preferably have adequate knowledge of the language spoken by majority of the workers at the construction site.

Alternately

- (i) Person possessing Graduation Degree in Science with Physics & Chemistry and degree or one year diploma in Industrial Safety (from any reputed Indian institutes) with practical experience of working in a building, plant or other construction

works (as Safety Officer) for a period of not less than five years, may be considered as Safety Officer.

The Contractor shall verify & authenticate credentials of such safety personnel and furnish Bio-Data/Resume/Curriculum Vitae of the safety personnel as above for approval of Engineer in charge.

Imposition/ Realization of penalty shall not absolve the Contractor from his/her responsibility of deploying competent safety officer at site.

Adequate planning and deployment of safety personnel shall be ensured by the Contractor, so that field activities do not get affected because of non-deployment of competent & qualified safety personnel in appropriate numbers.

3.1.5 Implementation, Inspection/Monitoring

- a) The Contractor shall be fully responsible for planning, reporting, implementing and monitoring all HSE requirements and compliance of all laws & statutory requirements.
- b) The Contractor shall also ensure that the HSE requirements are clearly understood & implemented conscientiously by their site personnel at all levels at site.
- c) The Contractor shall ensure physical presence of their field engineers / supervisors, during the continuation of their contract works / site activities including all material transportation activities. Physical absence of experienced field engineers / supervisors of Contractor at critical work spot during the course of work may invite halting / stoppage of work.
- d) The Contractor shall regularly review inspection report internally and implement all practical steps / actions for improving the status continuously.
- e) Contractor skilled workmen like riggers, scaffold erectors, welders, crane operators etc. should have sufficient past experience and skill on the relevant job.
- f) The Contractor shall ensure important safety checks right from beginning of works at every work site locations. and to this effect format No. HSE-10 "Daily Safety Check List" shall be prepared by field engineer & duly checked by safety personnel for conformance.
- g) The Contractor shall carry out inspection to identify various unsafe conditions of work sites/machinery/equipments as well as unsafe acts on the part of workmen/supervisor/engineer while carrying out different project related works.
- h) Adequate records for all inspections shall be maintained by the Contractor and the same shall be furnished to Engineer in charge, whenever sought.
- i) As a general practice lifting tools/tackles, machinery, accessories etc. shall be inspected, tested and examined by competent person (approved by concerned State authorities) before being used at site and also at periodical interval (e.g. during replacement, extension,

modification, elongation/reduction of machine/parts, etc.) as per relevant statutes. Hydra, cranes, lifting machinery, mobile equipments/ machinery/ vehicles, etc. shall be inspected regularly by only competent / experienced personnel at site and requisite records for such inspections shall be maintained by contractor. Contractor shall also maintain records of maintenance of all other site machinery (e.g. generators, rectifiers, compressors, cutters, etc.) & portable tools/equipments being used at project related works (e.g. drills, abrasive wheels, punches, chisels, spanners, etc.).

- j) Site facilities /temporary. installations, e.g. batching plant, cement go down, DG-room, temporary electrical panels/distribution boards, fabrication yards, etc. and site welfare facilities, like labour colonies, canteen/pantry, rest-shelters, motor cycle/bicycle-shed, First-aid centers, urinals/toilets, etc. should be periodically inspected by Contractor.

3.1.6 Awareness and Motivation

- a) The Contractor shall promote and develop awareness on Health, Safety and Environmental protection among all personnel working for the Contractor.
- b) The contractor shall display safety statistics board at all prominent location .Also shall provide dedicated notice board for displaying of safety alerts or any other safety related notices for awareness site workforces.
- c) Regular awareness programs and fabrication shop/work site meetings at least on monthly basis shall be arranged on HSE activities to cover hazards/risks involved in various operations during construction.
- d) Contractor to motivate & encourage the workmen & supervisory staff by issuing/ awarding them with tokens/ gifts/ mementos/ monetary incentives/ certificates etc. The motivational program shall be organized on regular basis.

3.1.7 Fire Prevention & First-Aid

- a) The Contractor shall arrange suitable First-aid measures such as First Aid Box
(Refer Appendix-B for details), stand-by Emergency Vehicle .Additionally separate ambulance. At least one fire extinguisher shall be placed at each location of DG Set, Hot works, electrical booth etc.
- b) The Contractor shall arrange installation of fire protection measures such as adequate number of steel buckets with sand & water and adequate number of appropriate portable fire extinguishers (Refer Appendix-C for details) to the satisfaction of Engineer in Charge..
- c) The Contractor shall arrange EMERGENCY MOCK DRILL like fire, bomb threat, gas leakage, earth quake, etc. at each site at least once in three months, involving site workmen and site supervisory personnel & engineers.

- d) The contractor shall require to tie-up with the hospitals located in the neighbourhood for attending medical emergency.

3.1.8 Documentation

The Contractor shall evolve a comprehensive, planned and documented system covering the following as a minimum for implementation and monitoring of the HSE requirements and the same shall be submitted for approval by Engineer in Charge & EIL.

- HSE Organogram
- Site specific HSE Plan
- Safety Procedures, forms and Checklist. Indicative list of HSE procedures is attached as Appendix :H
- Inspections and Test Plan

3.1.9 Audit

The Contractor shall submit an Audit Plan to Engineer in charge indicating the type of audits covering following as minimum:

- a) Internal HSE audits regularly on six monthly basis by engaging internal qualified auditors However, minimum two internal HSE audit will have to be conducted irrespective of time period of the contract.

All HSE shortfalls/ non-conformances on HSE matters brought out during review/audit, shall be resolved forthwith (generally within a week) by Contractor& compliance report shall be submitted to Engineer in charge.

In addition to above audits by contractor, the contractor's work shall be subjected to HSE audit by Engineer in charge at any point of time during the pendency of contract. The Contractor shall take all actions required to comply with the findings of the Audit Report and issue regular Compliance Reports for the same to Engineer in charge till all the findings of the Audit Report are fully complied. Failure to carry-out HSE Audits& its compliance by Contractor, shall invite penalization.

3.1.10 Meetings

- i. The Contractor shall ensure participation of his top most executive at site (viz. Resident Construction Manager / Resident Engineer/ Project Manager / Site-in-Charge) in Safety Committee/HSE Committee meetings arranged by Engineer in charge usually on monthly basis or as and when called for. In case Contractor's top most executive at site is not in a position to attend such meeting, he shall inform Engineer in charge in writing before the commencement of such meeting indicating reasons of his absence and nominate his representative – failure to do so may invite very stringent penalization against the specific Contractor, as deemed fitas per Contract. The obligation of compliance of any observations during the meeting shall be always time bound. The Contractor shall always assist Engineer in charge to achieve the targets set by them on HSE management during the project implementation.
- ii. In addition, the Contractor shall also arrange internal HSE meetings chaired by his top most executive at site on fortnightly basis and maintain records. Such internal HSE meetings shall essentially be

attended by field engineers / supervisors including safety personnel of the Contractor and its associates. Records of such internal HSE meetings shall be maintained by the Contractor for review by Engineer in charge or for any HSE Audits.

- iii. Agenda of internal HSE meeting should broadly cover: -
- a) Confirmation of record notes /minutes of previous meeting
 - b) Discussion on outstanding subjects of previous points / subjects, if any
 - c) Incidents / Accidents (of all types) at project site, if any
 - d) Current topics related to site activities / subjects of discussion
 - e) House keeping
 - f) Information / views / deliberations of members / site sub-contractors
 - g) Report from Owner / Client
 - h) Status of Safety awareness, Induction programs & Training programs. The time frame for such HSE meeting shall be religiously maintained by one and all.

3.1.11 Intoxicating drinks & drugs and smoking

- a) The Contractor shall ensure that his staff members & workers (permanent as well casual) shall not be in a state of intoxication during working hours and shall abide by any law relating to consumption & possession of intoxicating drinks or drugs in force.
- b) The Contractor shall not allow any workman to commence any work at any locations of project activity who is/are influenced / effected with the intake of alcohol, drugs or any other intoxicating items being consumed prior to start of work or working day.
- c) Awareness about local laws on this issue shall form part of the Induction Training and compulsory work-site discipline.
- d) The Contractor shall ensure that all personnel working for him comply with “No-Smoking” requirements of the Owner as notified from time to time. Cigarettes, lighters, auto ignition tools or appliances as well as intoxicating drugs, dry tobacco powder, etc. shall not be allowed inside the project / plant complex.
- e) Smoking shall be permitted only inside smoking booths, if any, exclusively designated & authorized by the Engineer in charge.

3.1.12 Penalty

The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non- compliances and also for repeated failure in implementation of any of the HSE provisions, Engineer in charge may impose stoppage of work without any cost & time implication to the Owner and/or impose a suitable penalty.

The amount of penalty to be levied against defaulted Contractor shall be up to a cumulative limit of 2.0% (Two percent) of the contract value.

This penalty shall be in addition to all other penalties specified elsewhere in

the contract. The decision of imposing stop-work-instruction and imposition of penalty shall rest with Engineer in charge. The same shall be binding on the Contractor. Imposition of penalty does not make the Contractor eligible to continue the work in unsafe manner.

The amount of penalty applicable for the Contractor on different types of HSE violations is specified below:

Sl. No.	Violation of HSE Norms	Penalty Amount
1.	For not using personal protective equipment like Helmet, Safety Shoes, and other safety gadgets as applicable as per nature of work.	Rs.500/- per day/Item / Person
2.	Execution of work without deployment of requisite field engineer / supervisor at work spot	Rs.5,000/- per violation per day
3.	Unsafe electrical practices (not installing ELCB, using poor joints of cables, using naked wire without top plug into socket, laying wire/cables on the roads, electrical jobs by incompetent person, etc.)	Rs.5,000/- per item per day
4.	Working at height without full body harness, using non-standard/ rejected scaffolding and not arranging fall protection arrangement as required, like handrails, life-lines, Safety Nets etc.	Rs.10,000/- per case per day
5.	No fencing/barricading of excavated areas / trenches.	Rs.5,000/- per occasion
6.	Absence of Contractor's RCM/SIC or his nominated representative (prior approval must be taken for each meeting for nomination) from site HSE meetings whenever called by Engineer in Charge & failure to nominate his immediate deputy for such HSE meetings.	Rs.10,000/- per meeting
7.	Poor House Keeping	Rs.5,000 /- per occasion per subject
8.	Failure to report & follow-up accident (including Near Miss) reporting system within specific timeframe.	Rs.20,000/- per occasion
9.	Failure to deploy adequately qualified and competent Safety Officer	Rs.10,000/- Per day

10.	Any violation not covered above	To be decided by Engineer in charge
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Note: Penalty amount deducted from the contractor shall be utilized by Engineer in charge for the promotion of the safety during the currency of the project.

The Contractor shall make his field engineers/supervisors fully aware of the fact that they keep track with the site workmen for their behavior and compliance of various HSE requirements. Safety lapses / defects of project construction site shall be attributable to the concerned job supervisor / engineer of the Contractor, (who remains directly responsible for safely executing field works). For repeated HSE violations, concerned job supervisor / engineer shall be reprimanded or appropriate action, as deemed fit, shall be initiated (with information to Engineer in charge) by the concerned Contractor.

Contractor shall initiate verbal warning shall be given to the worker/employee during his first HSE violation. A written warning shall be issued on second violation and specific training shall be arranged / provided by the Contractor to enhance HSE awareness/skill including feedback on the mistakes/ flaws. Any further violation of HSE stipulations by the erring individuals shall call for his forthright debar from the specific construction site. A record of warnings for each worker/employee shall be maintained by the Contractor, like by punching their cards / Gate passes or by displaying their names at the Project entry gate. Warnings, penalizations, appreciations etc. shall be discussed in HSE Committee meetings by site Head of the Contractor.

3.1.13 Accident/ Incident investigation

All accidents/incidents shall be informed to Engineer in charge at least telephonically by Contractor immediately and in writing within 24 hours on Format No. HSE-2 as applicable, by Contractor. Thereafter, a Supplementary Accident/Incident investigation Report on Format No.

HSE-3 shall be submitted to Engineer in Charge within 72 hours. Near Miss incident(s), Dangerous accidents/incident shall also be reported on Format No. HSE-4 within 24 hours. The accident/ incident shall be investigated by a team of Contractor's senior Site personnel (involving Site-in- Charge or at least by his deputy) for establishing root-cause and recommending corrective & preventive actions. Findings shall be documented and suitable actions taken to avoid recurrences shall be communicated to Engineer in charge. Engineer in charge shall have the liberty to independently investigate such occurrences and the Contractor shall extend all necessary help and cooperation in this regard. Engineer in charge shall have the right to share the content of this report with the outside world.

3.2 House Keeping

The Contractor shall ensure that a high degree of housekeeping is maintained and shall ensure inter-alia; the followings:

- a) All surplus earth and debris are removed/disposed-off from the working areas to designated location(s).

- b) Unused/surplus cables, steel items and steel scrap lying scattered at different places within the working areas are removed to identify location(s).
- c) All wooden scrap, empty wooden cable drums and other combustible packing materials, shall be removed from work place to identified location(s).
- d) Roads shall be kept clear and materials like pipes, steel, sand, boulders, concrete, chips and bricks etc. shall not be allowed on the roads to obstruct free movement of men & machineries.
- e) Fabricated steel structural, pipes & piping materials shall be stacked properly.
- f) Water logging on roads shall not be allowed.
- g) No parking of trucks/trolleys, cranes and trailers etc. shall be allowed on roads, which may obstruct the traffic movement.
- h) Utmost care shall be taken to ensure over all cleanliness and proper upkeep of the working areas.
- i) Protective measures to be ensured with projected rebar by suitable means.
- j) Trucks carrying sand, earth and pulverized materials etc. shall be covered while moving within the plant area/ or these materials shall be transported with top surface wet.
- k) The contractor shall ensure that the atmosphere in plant area and on roads is free from particulate matter like dust, sand, etc. by keeping the top surface wet for ease in breathing.
- l) At least two exits for any unit area shall be assured at all times – same arrangement is preferable for digging pits/ trench excavation/ elevated work platforms/ confined spaces etc.
- m) Welding cables and the power cable must be segregated and properly stored and used. The same shall be laid away from the area of movement and shall be free from obstruction.
- n) Schedule for upkeep /cleaning of site to be firmed up and implemented on regular basis.

The Contractor shall carry-out regular checks (minimum one per fortnight) as per format No. HSE-11 for maintaining high standard of housekeeping and maintain records for the same. The Contractor shall provide supervisor for housekeeping exclusively for management of day-to-day housekeeping activities.

3.3 HSE Measures

3.3.1 Construction Hazards

The Contractor shall ensure identification of all Occupational Health, Safety & Environmental hazards in the type of work he is going to undertake and enlist mitigation measures specially towards following activities;

- a) Working at height (+2.0 Mts height)
- b) Work in confined space,
- c) Deep excavations & trench cutting (depth > 2.0 mts.)
- d) Operation & Maintenance of Batching Plant.
- e) Shuttering / concreting (in single or multiple pour) for columns, parapets & roofs.
- f) Erection & maintenance of Tower Crane.
- g) Erection of structural steel members / roof-trusses / pipes at height more than 2.0 Mts. with or without crane.
- h) All lifts using 100T Crane plus mechanical pulling.
- i) Any lift exceeding 80% capacity of the lifting equipments (hydra, crane etc.).
- j) Laying of pipes (isolated or fabricated) in deep narrow trenches – manually or mechanically.
- k) Maintenance of crane / extension or reduction of crane-boom on roads or in yards.
- l) Erection of any item at >2.0 Mts. height using 100T crane or of higher capacity
- m) Work in Live Electrical installations / circuits
- n) Demolishing/ dismantling activities
- o) Welding/ gas cutting jobs at height (+2.0 Mts.)
- p) Lifting/placing roof-girders at height (+2.0 Mts.)
- q) Working in “Charged/Live” elect. Panels
- r) Erection/dismantling of scaffolding

The necessary HSE measures devices shall be put in place, prior to start of an activity & also shall be maintained during the course of works, by the Contractor.

3.3.2 Accessibility

- a) The Contractor shall provide safe means of access(in sufficient numbers) & efficient exit to any working place including provisions of suitable and sufficient scaffolding at various stages during all operations of the work for the safety of his workmen and Engineer in Charge or his representative.
- b) The Contractor shall implement use of all measures including use of “life line”, “fall- arresters”, “retractable fall arresters”, “safety nets” etc. during the course of using all safe accesses & exits, so that in no case any individual remains at risk of slip & fall during their travel.
- c) A ladder or step- ladder must have a level and firm footing, in case of use of fixed ladders, sufficient foot hold and hand hold to be provided.
- d) The access to operating plant / project complex shall be strictly regulated. Any person or vehicle entering such complex shall undergo identification check, as per the procedures in force / requirement of Engineer in charge.
- e) Accessibility to ‘confined space’ shall be governed by specific system /

regulation, as established at project site.

3.3.3 Personal Protective Equipment (PPEs)

- a) The Contractor workmen shall be permitted entry inside the project premises only with proper PPEs.
- b) The Contractor shall ensure that all their staff, workers and visitors including their sub- contractor(s) have been issued (records to be kept) & wear appropriate PPEs like nape strap type safety helmets preferably with head & sweat band with $\frac{3}{4}$ " cotton chin strap, High ankle safety shoes with steel toe cap and antiskid sole, full body harness, protective goggles, gloves, ear muffs, respiratory protective devices, etc. All these gadgets shall conform to applicable IS Specifications. The Contractor shall implement a regular regime of inspecting physical conditions of the PPEs being issued / used by the workmen of their own & also its sub-agencies and the damaged / unserviceable PPEs shall be replaced forthwith.
- c) Engineer in charge may issue a comprehensive color scheme for helmets to be used by various agencies. The Contractor shall follow the scheme issued by the Engineer in charge and shall choose colour other than blue (for Owner and their representatives). All HSE personnel shall preferably wear dark green band on their helmet or green color safety helmet so that workmen can approach them for guidance during emergencies. HSE personnel shall preferably wear such dresses with fluorescent stripes, which are noticeable during night, when light falls on them.
- d) Florescent jackets with respective company logo to be worn by the contractor workmen with different color coding for categories like supervisor and workmen.
- e) An indicative list of HSE standards/codes is given under **Appendix-A**.
- f) Contractor shall ensure procurement & usage of following safety equipments/ accessories (conforming to applicable IS mark) by their staff, workmen & visitors including their subcontractors all through the span of project construction.
 - i. PPEs (Helmet with company name/logo, Safety Goggles, Coverall, Ear-muff, Face Shield, Hand Gloves, High Ankle Safety Shoes, Gum Boot etc.)
 - ii. Barricading tape / warning signs
 - iii. Rechargeable Safety torch (flame-proof)
 - iv. Safety nets (with tie-chords)
 - v. Fall arresters
 - vi. Portable ladders (varying lengths)
 - vii. Life-lines (steel wire-rope, dia. not less than 8.0 mm)
 - viii. Full body double lanyard Safety harness with Rebar/ladder hook or scaffolding hook.
 - ix. Retractable fall arresters (various length)
 - x. Portable fire extinguishers of adequate capacity

3.3.4 Working at height

- a) The Contractor shall issue permit for working (PFW) at height after verifying and certifying the checkpoints as specified in the attached permit (Format No. HSE-6). He shall also undertake to ensure compliance to the conditions of the permit during the currency of the permit including adherence of personal protective equipments. Contractor's Safety Officer shall verify compliance status of the items of permit document after implementation of action is completed by Contractor's execution / field engineers at work site.
- b) Such PFW shall be initially issued for one single shift or expected duration of normal work and extended further for balance duration, if required.
- c) Contractors are expected to maintain a register for issuance of permit and extensions thereof including preserving the used permits for verification during audits etc.
- d) The Contractor shall ensure that Full body harnesses with double lanyards conforming IS Specifications is used by all personnel while working at height. The life lines should have enough tensile strength to take the load of the worker in case of a fall. The harness should be capable of keeping the workman vertical in case of a fall, enabling him to rescue himself.
- e) The Contractor shall ensure that a proper Safety Net System is used wherever the hazard of fall from height is present. The safety net, preferably a knotted one with mesh ropes conforming to relevant IS specifications shall have a border rope & tie cord of minimum 12mm dia. The Safety Net shall be located not more than 6.0 meters below the working surface extending on either side upto sufficient margin to arrest fall of persons working at different heights.
- f) In case of accidental fall of person on such Safety Net, the bottom most portion of Safety Net should not touch any structure, object or ground.
- g) Beam Clamps may be used for construction of localized temporary working platforms sheds for welding booths etc. at height in all types of steel structure due to faster installation and requirement of less scaffolding materials.
- h) Hanging Platform, manufactured by Standard HSE equipment vendors must be encouraged for painting of Buildings etc.
- i) All the tools used at height (like spanner, screw driver etc.) shall be provided with securing arrangement like back-pack/waist pouch to prevent accidental slippage from worker hand.
- j) The Contractor shall install temporary lightening arrester in tall structures during construction to save human life and to avoid damage to equipments & machineries. During the possibility of a thunderstorm, all the work at height where a person can be exposed to lightning shall

be stopped.

3.3.5 Scaffoldings& Barricading

- a) Suitable steel scaffoldings only shall be provided to workmen for all works that cannot be safely done from the ground or from solid construction except such short period work that can be safely done using ladders or man-basket. When a ladder is used, an extra workman shall always be engaged for holding the ladder. The ladder shall be inspected before use for cracked or split stiles, missing, broken, loose or damaged rungs & splinters. The ladder shall be of adequate length to enable it to extend to at least 1.0m above the landing place or working point. Metallic ladders shall be only used as access.
- b) The Contractor shall ensure that the scaffolds used during construction activities shall be strong enough to take the designed load. Only metallic scaffold boards shall be allowed to use. Steel tubes shall be free from cracks, splits, Surface flaws & other defects. All couplers & fittings shall be properly oiled and maintained.
- c) All scaffolds shall be inspected by a safety officer. He shall paste a GREEN tag on each scaffold found safe and a RED tag on each scaffold found unsafe. Scaffolds with GREEN tag only shall be permitted to be used and Scaffolds with RED ones shall immediately be made inaccessible.
- d) The Contractor shall ensure positive barricading (indicative as well as protective) of the excavated, radiography, heavy lift, high pressure hydrostatic & pneumatic testing and other such areas. Sufficient warning signs shall be displayed along the barricading areas.
- e) Scaffolding shall be constructed using foot seals or base plates only. Base plates shall be used below each standard on surface .Sole plate of timber shall be used beneath the base plate to achieve greater load distribution.

3.3.6 Electrical installations

- a) All electrical installations/ connections shall be carried out as per the provisions of latest Indian codes/standard.
- b) All temporary electrical installations / facilities shall be regularly checked by the licensed/competent electricians of the Contractor.

The Contractor shall meet the following requirements:

- a. Ensure that electrical systems and equipment including tools & tackles used during construction phase are properly selected, installed, used and maintained as per provisions of the latest revision of the Indian Electrical/ applicable international regulations.
- b. Shall deploy qualified & licensed electricians.
- c. All switchboards / welding machines shall be kept in well-ventilated & covered shed/ with rain shed protection. The shed shall be elevated from the existing ground level to avoid water logging inside the shed.

Installation of electrical switch board must be done taking care of the prevention of shock and safety of machine.

- d. No flammable materials shall be used for constructing the shed. Also flammable materials shall not be stored in and around electrical equipment / switchboard. Adequate clearances and operational space shall be provided around the equipment.
- e. Fire extinguishers and insulating mats shall be provided in all power distribution centers.
- f. Temporary electrical equipment shall not be employed in hazardous area without obtaining safety permit.
- g. Proper housekeeping shall be done around the electrical installations.
- h. All temporary installations shall be tested before energizing, to ensure proper earthing, bonding, suitability of protection system, adequacy of feeders/cables etc.
- i. All welders shall use hand gloves irrespective of holder voltage.
- j. Multilingual (Hindi, English and local language) caution boards, shock treatment charts and instruction plate containing location of isolation point for incoming supply, name & telephone No. of contact person in emergency shall be provided in substations and near all distribution boards / local panels.
- k. ELCB tester /test meter shall be used for testing the ELCBs operation. ELCBs testing shall be carried out by using ELCB tester on monthly basis but in specific cases like heavy rain as decided by owner/EIC. Record of the testing shall be maintained.
- l. Regular inspection of all installations at least once in a month.

The following features shall also be ensured for all electrical installations during construction phase by the contractor:

- a). Each installation shall have a main switch with a protective device, installed in an enclosure adjacent to the metering point. The operating height of the main switch shall not exceed 1.5 M. The main switch shall be connected to the point of supply by means of armoured cable.
- b). The outgoing feeders shall be double or triple pole switches with fuses / MCBs. Loads in a three phase circuit shall be balanced as far as possible and load on neutral should not exceed 20% of load in the phase.
- c). The installation shall be adequately protected against overload, short circuit and earth leakage by the use of suitable protective devices. Fuses wherever used shall be HRC type. Use of rewirable fuses shall be strictly prohibited. ELCB/RCCB (Residual Current Circuit Breaker) must be fitted with all Electrical installation. The earth leakage device shall have an operating current not exceeding 30 mA.
- d). All connections to the hand tools / welding receptacles shall be taken through proper switches, sockets and plugs.
- e). All single phase sockets shall be minimum 3 pin type only. All unused

sockets shall be provided with socket caps.

- f). Only 3 core (P+N+E) overall sheathed flexible cables with minimum conductor size of 1.5 mm² copper shall be used for all single phase hand tools.
- g). Only metallic distribution boxes with double earthing shall be used at site. No wooden boxes shall be used.
- h). All power cables shall be terminated with compression type cable glands. Tinned copper lugs shall be used for multi-strand wires / cables.
- i). Cables shall be free from any insulation damage.
- j). Minimum depth of cable trench shall be 750 mm for MV & control cables and 900 mm for HV cables. These cables shall be laid over a sand layer and covered with sand, brick & soil for ensuring mechanical protection. Cables shall not be laid in waterlogged area as far as practicable. Cable route markers shall be provided at every 25 M of buried trench route. When laid above ground, cables shall be properly cleated or supported on rigid poles of at least 2.1 M high. Minimum head clearance of 6 meters shall be provided at road crossings.
- k). Underground road crossings for cables shall be avoided to the extent feasible. In any case no underground power cable shall be allowed to cross the roads without pipe sleeve.
- l). All cable joints shall be done with proper jointing kit. No taped/temporary joints shall be used.
- m). An independent earthing facility should preferably be established within the temporary installation premises. All appliances and equipment shall be adequately earthed. In case of armored cables, the armour shall be bonded to the earthing system. IS: 3043 Code for earthing practices shall be followed at project site.
- n). All cables (green colour) and wire rope used for earth connections shall be terminated through tinned copper lugs.
- o). In case of local earthing, earth electrodes shall be buried near the supply point and earth continuity wire shall be connected to local earth plate for further distribution to various appliances. All insulated wires for earth connection shall have insulation of green colour.
- p). Separate core shall be provided for neutral. Earth / Structures shall not be used as a neutral in any case.
- q). ON/OFF position of all switches shall be clearly designated / painted for easy isolation in emergency.

3.3.7 Ergonomics and tools & tackles

- a) The Contractor shall assign to his workmen, tasks commensurate with their qualification, experience and state of health.
- b) All lifting tools, tackles, equipment, trailers, trucks/dumpers, accessories including cranes shall be tested periodically by competent authority for their condition and load carrying capacity. Valid test &

fitness certificates from the applicable authority shall be submitted to Engineer in charge for their review/acceptance before the lifting tools, tackles, equipment, trailers, trucks/dumpers, accessories and cranes are used. Third party inspection certificate is mandatory for all lifting tools & tackles before put into use.

- c) Load testing of Cranes by competent person must be made mandatory after each modification/alteration of crane configuration/change in boom length. All heavy equipments including cranes must be maintained in good condition & record of such maintenance shall be maintained.
- d) The contractor shall not be allowed to use defective equipment or tools not adhering to safety norms.
 - i. Tower Crane, Crane, Hydra mobile Crane (F-15 or equivalent), Hydraulic Rig & Boom
Lift shall be inspected on fortnightly basis as per Format No. HSE-20, HSE-21, HSE- 22, HSE-23 & HSE-24.
 - ii. The Contractor shall deploy experienced operator & may arrange training program for operators of hydra mobile crane, crane, excavator, mobile machinery, Tower Crane, etc. at site by utilizing services from renowned manufacturers.
 - iii. Hydra mobile crane (F-15 or equivalent) having steering control mechanism shall be permitted at construction site only for the purpose of loading/unloading. However, continuous rigger availability during marching of hydraulic crane at site shall be ensured by contractor.

3.3.8 Occupational Health

- a) The contractor shall identify all operations that can adversely affect the health of its workers and issue & implement mitigation measures.
- b) The Contractor shall arrange Medical Camps at regular intervals at work sites and labor colonies to assess health condition of workers.
- c) The Contractor shall ensure vaccination of all the workers including their families if residing at site, during the course of entire project span.

3.3.9 Hazardous substances

- a) Hazardous, inflammable and/or toxic materials such as solvent coating, thinners, anti- termite solutions, water proofing materials shall be stored in appropriate containers preferably with lids having spillage catchment trays and shall be stored in a good ventilated area. These containers shall be labeled with the name of the materials highlighting the hazards associated with its use and necessary precautions to be taken.
- b) The work place shall be checked prior to start of activities to identify the location, type and condition of any asbestos materials which could be disturbed during the work. In case asbestos material is detected, usage of appropriate PPEs by all personnel shall be ensured.

3.3.10 Slips, trips & falls

- a) The contractor shall establish a regular cleaning and basic housekeeping programme that covers all aspects of the workplace to help minimize the risk of slips, trips & falls. The contractor shall take positive measures like keeping the work area tidy, storing waste in suitable containers & harmful items separately, keeping passages, stairways, entrances & exits especially emergency ones clear, cleaning up spillages immediately and replacing damaged carpet/ floor tiles, mats & rugs at once to avoid slips, trips & falls.

3.3.11 Demolition/ Dismantling

- a) The contractor shall adhere to safe demolishing/ dismantling practices at all stages of work to guard against unsafe working practices.
- b) Before carrying out any demolition/dismantling work, the contractor shall take prior approval of Engineer in charge and generate the Format No.HSE-9.

3.3.12 Road Safety

- a) The Contractor shall ensure adequately planned road transport safety management system.
- b) The vehicles shall be fitted with reverse warning alarms & flashing lights / fog-lights and usage of seat belts shall be ensured.
- c) The Contractor shall also ensure a separate pedestrian route for safety of the workers and comply with all traffic rules & regulations, including maintaining speed limit of 20 KMPH or indicated by owner for all types of vehicles / mobile machinery. The maximum allowable speed shall be adhered to.
- d) In case of an alert or emergency, the Contractor must arrange clearance of all the routes, roads, access.
- e) Dumpers, Tippers, etc. shall not be allowed to carry workers within the site and also to & from the labour colony to & from project sites.
- f) The Contractor shall not deploy any such mobile machinery / Equipments, which do not have competent operator and / or experienced banks-man/signal-man. Such machinery/equipments shall have effective limit-switches, reverse-alarm, front & rear-end lights etc. and shall be maintained in good working order.
- g) The Contractor shall not carry-out maintenance of vehicles / mobile machinery occupying space on project / plant roads and shall always arrange close supervision for such works.
- h) Contractor's shall arrange /install visible road signs, diversion boards, caution boards, etc. on project roads for safe movement of men and machinery.

3.3.13 Welfare measures

Contractor shall, at the minimum, ensure the following facilities at work sites:

- a) A crèche at site where 10 or more female workers are having children below the age of 6 years.
- b) Adequately ventilated / illuminated rooms at labour camps & its hygienic up-keeping.
- c) Reasonable canteen facilities at site and in labour camps at appropriate location depending upon site conditions. Contractor shall make use of “industrial” variety of LPG cylinder & satisfactory illumination at the canteens. Necessary arrangement for efficient disposal of wastes from canteens & urinals /toilets shall also be made and regular review shall be made to maintain the ambience satisfactorily hygienic & shall also comply with all applicable statutory requirements.
- d) Adequately lighted & ventilated Rest rooms at site (separate for male workers and female workers).
- e) Provision for suitable mobile toilets to be made available by Contractor for remote/scattered job locations.
- f) Urinals, Toilets, drinking water, washing facilities, adequate lighting at site and labour camps.
- g) The contractor at periodic interval shall arrange to prevent mosquito breeding by fumigation/spraying of insecticides at workplace/ fabrication yard.

3.3.14 Environment Protection

Contractor shall ensure proper storage and utilization methodology of materials that are detrimental to the environment. Where required, Contractor shall ensure that only the environment friendly materials are selected and emphasize on recycling of waste materials, such as metals, plastics, glass, paper, oil & solvents. The waste that cannot be minimized, reused or recovered shall be stored and disposed of safely. In no way, toxic spills shall be allowed to percolate into the ground. The contractor shall not use the empty areas for dumping the wastes.

The contractor shall strive to conserve energy and water wherever feasible.

The contractor shall ensure dust free environment at workplace by sprinkling water on the ground at frequent intervals. The air quality parameters for poisonous gases, toxic releases, harmful radiations, etc. shall be checked by the contractor on daily basis and whenever need arises. The contractor shall not be allowed to discharge chemicals, oil, silt, sewage, sullage and other waste materials directly into the controlled waters like surface drains, streams, rivers, ponds. A discharge plan shall be submitted to Engineer in charge for approval.

3.3.15 Rules & Regulations

All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules & regulations relating to the hazardous materials, substances and wastes. Contractor shall not dump, release or otherwise discharge or dispose off any such materials without the express authorization of Engineer in charge. An indicative list of Statutory Acts &

Rules relating to HSE is given under Appendix-D.

3.3.16 Weather Protection

Contractor shall take appropriate measures to protect workers from severe storms, rain, solar radiations, poisonous gases, dust, etc. by ensuring proper usage of PPEs like Sun glasses, Sun screen lotions, respirators, dust masks, etc. and rearranging/ planning the construction activities to suit the weather conditions. Effective arrangement (without creating inconvenience to project facilities & permanent installations) for protecting workmen from hailstorm, drizzle in the form of temporary shelter shall be made at site.

3.3.17 Communication

All persons deployed at the work site shall have access to effective means of communication so that any untoward incident can be reported immediately and assistance sought by them.

All health & safety information shall be communicated in a simple & clear language easily understood by the local workforce.

For information to all, typical subjects that should be communicated are: -
Inside the company (Top to down)

- a. Quality Policy
- b. HSE Policy contents
- c. Environment Policy
- d. HSE Objectives
- e. Safety Cardinal Rules
- f. HSE Target – reached or missed
- g. Praises & Warnings to personnel for HSE Management
- h. Safety Walk Through Reports and safety defects / shortfalls (by management)
- i. HSE Audit results
- j. Revised Statutory Health & Safety provisions, if any
- k. H & S publicity
- l. Suggestions

Inside the Company (Bottom to up)

- a. Complaints
- b. Compliances on safety defects / shortfalls
- c. Suggestions
- d. Proposals for changes & improvements
- e. HSE Reports (including near-miss reports)

3.3.18 Confined Space Entry

The contractor shall generate a work permit (Format No. HSE -7) before entering a confined space. People, who are permitted to enter into confined

space, must be medically examined. All necessary precautions mentioned therein shall be adhered to. An attendant shall be positioned outside a confined space for extending help during an emergency. Effective communication shall be maintained between personnel in confined space and outside by combination of visual/voice or portable radio. Compressed gas cylinders shall not be taken into confined space.

Entry Register for confined space to be maintained with the name and time of entry/exit

3.3.19 Excavation

The Contractor shall obtain permission from competent authorities prior to excavation wherever required.

The Contractor shall locate the position of buried utilities (water line, cable route, etc.) by referring to project in consultation with Engineer in charge. The Contractor shall start digging manually to locate the exact position of buried utilities & thereafter use mechanical means.

The Contractor shall keep soil heaps at least 1.5 M away from edge or a distance equal to depth of pit (whichever is more)

All excavated pits greater than 10 Sq.M plan area and depth more than 1.5M shall have at least two access routes for ingress and egress. Also, additional access routes shall be provided such that distance between any two access routes shall not be more than 20M.

The Contractor shall maintain sufficient “angle of repose” during excavation – shall also provide slope or suitable bench as decided by Engineer in Charge.

The Contractor shall arrange “battering” or “benching” wherever required for preventing collapse of edge of excavations.

The Contractor shall identify & arrange de-watering pump or well-point system to prevent earth collapse due to heavy rain / influx of underground water.

The Contractor shall arrange protective fencing/ hard barricading with warning signal around excavated pits, trenches, etc. along with minimum 2 (two) entries, exits / escape ladders.

The Contractor must avoid “underpinning” / under-cutting to prevent collapse of chunk of earth during excavation

The Contractor shall use “stoppers” to prevent over-run of vehicle wheels at the edge of excavated pits / trenches.

The Contractor shall arrange strengthening of “shoring” & “strutting” proactively to avoid collapse of earth / edges due to vehicular movement in close proximity of excavated areas / pits/ trenches, etc.

3.4 Tool Box Talks (TBT)

Contractor shall conduct daily TBT with workers prior to start of work and shall maintain proper record of the meeting. A record shall be maintained in a format suggested by Engineer in charge.

The Contractor shall conduct TBT before start of every morning or evening

shift or night shift activities, for alerting the workers on specific hazards and their appropriate dos & don'ts. The Contractor shall provide sufficient rests to the site workmen and their foremen to avert fatigue & thereby endangering their lives during the course of site works.

3.5 Training & Induction Programme

- a) Initial induction of workers into Construction oriented activities and appraising them about the methodology of works and how to carry-out safely and the same should not be inter mixed with Tool Box Talks or HSE Training. In this regard careful action should be made & maintained for imparting HSE induction to every individual, irrespective of his task/designation/level of employment, whereas, HSE Training should be imparted to specific person/group of people who are to carry-out that specific task more than once – for example, Riggers must be trained for working at heights, welders must be trained for work in confined space, fitters/carpenters, mesons must be trained for work at heights, etc.
- b) Contractor shall conduct Safety induction programme on HSE for all his workers and maintain records. The Gate Pass shall be issued only to those workers who successfully qualify the Safety induction programme.
- c) The Contractor shall brief the visitors about the HSE precautions which are required to be taken before their proceeding to site and make necessary arrangements to issue appropriate PPEs like Aprons, hard hats, ear-plugs, goggles & safety shoes etc., to his visitors. The Contractor shall always maintain relevant acknowledgement from visitor on providing him brief information on HSE actions.
- d) Contractor shall ensure that all his personnel possess appropriate training to carry out the assigned job safely. The training should be imparted in a language understood by them and should specifically be trained about
 - Potential hazards to which they may be exposed at their workplace
 - Measures available for prevention and elimination of these hazards The topics during training shall cover, at the minimum:
 - Why safety should be considered during work - explanation
 - Education about hazards and precautions required
 - Employees' duties & responsibilities
 - Emergency and evacuation plan
 - HSE requirements during project activities
 - Fire fighting and First-Aid
 - Use of PPEs
 - Occupational health issues – dos & don'ts
 - Local laws on intoxicating drinks, drugs, smoking in force
 - Common environmental subjects – lighting, ventilation, vibration, smoke/fumes etc.
- e) Records of the training shall be kept and submitted to Engineer in charge.

DETAILS OF HSE MANAGEMENT SYSTEM BY CONTRACTOR

On Award of Contract

The Contractor shall submit a comprehensive Health, Safety and Environmental Plan or programme for approval by Engineer in charge prior to start of work. The Contractor shall participate in the pre-start meeting with Engineer in charge to finalize HSE Plans which shall including the following:

- HSE policy & Objectives
- Job procedure to be followed by the Contractor for construction activities including handling of equipments, scaffolding, electric installations, etc. describing the risks involved, actions to be taken and methodology for monitoring each activity. Indicative list of procedures is enclosed as Annexure-H
- Engineer in Charge' review/audit requirement.
- Organization structure along with responsibility and authority, on HSE activities.
- Administrative & disciplinary steps involving implementation of HSE requirements
- Emergency evacuation plan/ procedures for site and labour camps
- Procedures for reporting & investigation of accidents and near misses.
- HSE Inspection
- HSE Training programme at project site
- HSE Awareness programme at project site
- Reference to Rules, Regulations and statutory requirements.
- HSE documentation viz reporting, analysis & record keeping.

A. IS CODES ON HSE

APPENDIX-A (Sheet 1 of 2)

SP: 53	Safety code for the use, Care and protection of hand operated tools.
IS: 838	Code of practice for safety & health requirements in electric and gas welding and cutting operations
IS: 1179	Eye & Face precautions during welding, equipment etc
IS: 1860	Safety requirements for use, care and protection of abrasive grinding wheels.
IS: 1989	(Pt -II) Leather safety boots and shoes
IS: 2925	Industrial Safety Helmets
IS: 3016	Code of practice for fire safety precautions in welding & cutting operation.

IS: 3043	Code of practice for earthing
IS: 3764	Code of safety for excavation work
IS: 3786	Methods for computation of frequency and severity rates for industrial injuries and classification of industrial accidents
IS: 3696	Safety Code of scaffolds and ladders
IS: 4083	Recommendations on stacking and storage of construction materials and components at site
IS: 4770	Rubber gloves for electrical purposes
IS: 5121	Safety code for piling and other deep foundations
IS: 5216	Recommendations on Safety procedures and practices in electrical works
IS: 5557	Industrial and Safety rubber lined boots
IS: 5983	Eye protectors
IS: 6519	Selection, care and repair of Safety footwear
IS: 6994	(Pt-I) Industrial Safety Gloves (Leather & Cotton Gloves)
IS: 7293	Safety Code for working with construction Machinery
IS: 8519	Guide for selection of industrial safety equipment for body protection
IS: 9167	Ear protectors
IS: 11006	Flash back arrestor (Flame arrestor)
IS: 11016	General and safety requirements for machine tools and their operation
IS: 11057	Specification for Industrial safety nets
IS: 11226	Leather safety footwear having direct moulded rubber sole
IS: 11972	Code of practice for safety precaution to be taken when entering a sewerage system
IS: 13367	Code of practice-safe use of cranes
IS: 13416	Recommendations for preventive measures against hazards at working place

B. INTERNATIONAL STANDARDS ON HSE

**APPENDIX-A
(Sheet 2 of 2)**

Safety Glasses	ANSI Z 87.1, ANSI ZZ 87.1, AS 1337, BS 2092, BS 1542, BS 679, DIN 4646/ 58311
Safety Shoes	ANSI Z 41.1, AS 2210, EN 345
Hand Gloves	BS 1651
Ear Muffs	BS 6344, ANSI S 31.9
Hard Hat	ANSI Z 89.1/89.2, AS 1808, BS 5240, DIN 4840
Goggles	ANSI Z 87.1
Face Shield	ANSI Z 89.1
Breathing Apparatus	BS 4667, NIOSH
Welding & Cutting	ANSI Z49.1
Safe handling of compressed	P-1 (Compressed Gas Association Gases in cylinders 1235 Jefferson Davis Highway, Arlington VA 22202 - USA)
Full body harness	EN-361
Lanyard	EN-354
Karabiner	EN-362 and EN-12275

APPENDIX-B

	DETAILS OF FIRST AID BOX	
SL. NO.	DESCRIPTION	QUANTITY
1.	Small size Roller Bandages, 1 Inch Wide (Finger Dressing small)	6 Pcs.
2.	Medium size Roller Bandages, 2 Inches Wide (Hand & Foot Dressing)	6 Pcs.
3.	Large size Roller Bandages, 4 Inches Wide(Body Dressing Large)	6 Pcs.
4.	Large size Burn Dressing(Burn Dressing Large)	4 Pkts.
5.	Cotton Wool(20 gms packing)	4 Pkts.
6.	Antiseptic Solution Dettol (100 ml.) or Savlon	1 Bottle
7.	Mercurochrome Solution (100 ml.) 2% in water	1 Bottle
8.	Ammonia Solution (20 ml.)	1 Bottle
9.	A Pair of Scissors	1 Piece
10.	Adhesive Plaster (1.25 cm X 5 m)	1 Spool
11.	Eye pads in Separate Sealed Pkt.	4 pcs.
12.	Tourniquet	1 No.
13.	Safety Pins	1 Dozen
14.	Tinc. Iodine/ Betadine (100 ml.)	1 Bottle
15.	Polythene Wash cup for washing eyes	1 No.
16.	Potassium Permanganate (20 gms.)	1 Pkt.
17.	Tinc. Benzoine (100 ml.)	1 Bottle
18.	Triangular Bandages	2 Nos.
19.	Band Aid Dressing	5 Pcs.
20.	Iodex/ Moov (25 gms.)	1 Bottle
21.	Tongue Depressor	1 No.
22.	Boric Acid Powder (20 gms.)	2 Pkt.
23.	Sodium Bicarbonate (20 gms.)	1 Pkt.
24.	Dressing Powder (Nebasulf) (10 gms.)	1 Bottle
25.	Medicinal Glass	1 No.
26.	Duster	1 No.
27.	Booklet (English& Local Language)	1 No. each

	DETAILS OF FIRST AID BOX	
SL. NO.	DESCRIPTION	QUANTITY
28.	Soap	1 No.
29.	Toothache Solution	1 No.
30.	Vicks (22 gms.)	1 Bottle
31.	Forceps	1 No.
32.	Snake –Bite Lancet	1No.
33.	Note Book	1 No.
34.	Splints	4 Nos.
35.	Lock	1 Piece
36.	Life Saving/Emergency/Over-the counter Drugs	As decided at site

Box size: Suitable size first aid box to be used for first aid items

Note : The medicines prescribed above are only indicative. Equivalent medicines can also be used. A prescription, in this regard, shall be required from a qualified Physician.

APPENDIX-C

TYPE OF FIRES VIS-À-VIS FIRE EXTINGUISHERS

Fire Extinguisher Fire ↓	→ Water	Foam	CO ₂	Dry Powder	Multi purpose (ABC)
Originated from paper, clothes, wood	?	?	can control minor surface fires	can control minor surface fires	?
Inflammable liquids like alcohol, diesel, petrol, edible oils, bitumen	x	?	?	?	?
Originated from gases like LPG, CNG, H ₂	x	X	?	?	?
Electrical fires	x	X	?	?	?

LEGEND : ? : CAN BE USED

x : NOT TO BE USED

Note: Fire extinguishing equipment must be checked at least once a year and after every use by an authorized person. The equipment must have an inspection label on which the next inspection date is given. Type of extinguisher shall clearly be marked on it.

APPENDIX-D

List of Statutory Acts & Rules Relating to HSE

- The Indian Explosives Act and Rules
- The Motor Vehicle Act and Central Motor Vehicle Rules
- The Factories Act and concerned Factory Rules
- The Petroleum Act and Petroleum Rules
- The Workmen Compensation Act
- The Gas Cylinder Rules and the Static & Mobile Pressure Vessels Rules
- The Indian Electricity Act and Rules
- The Indian Boiler Act and Regulations
- The Water (Prevention & Control & Pollution) Act
- The Water (Prevention & Control of Pollution) Cess Act
- The Mines & Minerals (Regulation & Development) Act
- The Air (Prevention & Control of Pollution) Act
- The Atomic Energy Act
- The Radiation Protection Rules
- The Indian Fisheries Act
- The Indian Forest Act
- The Wild Life (Protection) Act
- The Environment (Protection) Act and Rules
- The Hazardous Wastes (Management & Handling) Rules
- The Manufacturing, Storage & import of Hazardous Chemicals Rules
- The Public Liability Act
- The Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act
- Other statutory acts Like EPF, ESIS, and Minimum Wages Act.

APPENDIX-E

LIST OF PROCEDURES (MINIMUM) TO BE FORMING PART OF HSE PLAN:-

- A. HSE Management Procedures:
 - HSE Objectives & Performance
 - HSE Training and Competence (including Induction)
 - HSE Motivation & Award Scheme
 - HSE Audits
 - HSE Emergency Management
 - HSE Incidents Reporting and Management
 - First Aid & Management
 - Roles, Responsibility, accountabilities and Authorities
- B. Job procedures/Safe Operating procedures
 - Setting Up Site & Signages
 - Working at Height
 - Confined Space Entry
 - Permit to Work Housekeeping
 - Transportation of materials including Manual Handling
 - Earthmoving Operations & excavation
 - Scaffolding
 - Fire Prevention/Protection
 - Hazardous Substance handling & Storage
 - Personal Protective Equipment

FORMAT NO.:HSE-2 REV 0

ACCIDENT / INCIDENT REPORT

(To be submitted by Contractor after every Incident / Accident within 24 hours to Engineer in Charge)

Report No.: _____ **Date:** _____

Project site: _____ **Name of work:** _____

Contractor's name: _____ Contractor's Job Engineer (name) _____

Non-disabling injury (Non-LTA)	Hospitalized but resumed duty before end of 48 hrs
Disabling injury (other LTA)	Hospitalized & failed to resume duty within next 48 hrs
Fatal (LTA):	Death / Expiry
First Aid case (non LTA)	Resume duty after first aid

Name of the injured: _____

Father's name of victim: _____

Sub Contractor's Name: _____

Gate Pass No.: Age: _____ Yrs.

Victim's medical fitness exam. (Pre-empl.) date: - _____

Date & time of Accident / Incident: _____

Names of Witnesses: (1) _____ (2) _____ (3) _____

Profession of victim:

Bar bender		Carpenter		Meson	
Fitter		Helper		Gas cutter	
Grinder		Welder		Electrician	
Driver		Rigger		M/c. operator	
Engineer		Manager		Other/specify	

Qualification

No formal education		Non-Matriculate		Matriculate	
Graduate		Post- grad		Other/specify	

Job Experience

NIL		Less than 2 yrs		2-5 yrs	
5-10 yrs		11-15 yrs		15 years and above	

Location where the incident happened: _____

Activity / Works that were continuing during incident / accident: -

Excavation		Demolition		Concrete carrying	
Concrete pouring		Transportation of materials (manually)		Transportation of materials (mechanically)	
Work on or adjacent to water		Work at height (+2.0 mts)		Scaffold preparation	
Scaffold dismantling		Piling works		Welding	
Grinding		Gas-cutting		Pipe fit-ups & fabrication	
Structural fabrications		Machine works		Hydro-testing works	
Electrical works		Erection activities		Other/specify	

What exactly the victim was doing just before the incident / accident?

.....

Nature of injury:

Bruise or Contusion		Abrasion (superficial wound)		Sprains or strains	
Cut or Laceration		Puncture or Open wound		Burn	
Inhalation of toxic or Poisonous fumes or gases		Absorption		Amputation	
Fracture		Other/specify			

Parts of body involved in incident / accident

Head		Face		Eyes	
Throat		Arm (above wrist)		Hand (including wrist)	
Fingers		Trunk (Abdomen / Back / Chest / Shoulder)		Throat	
Leg (above ankle)		Foot (incl. ankle)		Toes	
Multiple				Other/specify	

Accident type:

Struck against		Struck by		Fall from Elevation	
Fall on same level		caught in		caught under	
caught in between		Rubbed or abraded		Contact with (Electricity)	

Contact with (Temp./extremes)		Contact with chemicals or oils		Vehicle accident	
Other/specify					

FORMAT NO. : HSE-3 REV 0

SUPPLEMENTARY INCIDENT / ACCIDENT INVESTIGATION REPORT

TICK THE APPROPRIATE ONE AS APPLICABLE (furnish within 72 hours)

Supplementary to Incident / Accident Report No: _____ (Copy enclosed)

Report No.: _____ **Date:** _____

Project site: _____ **Name of work:** _____

Contractor's name: _____ Contractor's Job Engineer (name) _____

Non-disabling injury (Non- LTA)	Hospitalized but resumed duty before end of 48 hrs.
Disabling injury (other LTA)	Hospitalized & failed to resume duty within next 48 hrs.
Fatal (LTA):	Death / Expiry
First Aid case (non LTA)	Resume duty after first aid

Name of the injured: _____

Father's name of victim: _____

Sub Contractor's Name: _____

Gate Pass No.: Age: _____ Yrs.

Victim's medical fitness exam. (Pre-empl.) date: - _____

Date & time of Accident / Incident: _____

Names of Witnesses: (1) _____ (2) _____ (3) _____

Profession of victim:

Bar bender		Carpenter		Meson	
Fitter		Helper		Gas cutter	
Grinder		Welder		Electrician	
Driver		Rigger		M/c. operator	
Engineer		Manager		Other/specify	

Qualification

No formal education		Non-Matriculate		Matriculate	
Graduate		Post- grad		Other/specify	

Job Experience

NIL		Less than 2 yrs.		2-5 yrs.	
5-10 yrs.		11-15 yrs.		15 years and above	

Location where the incident happened: _____

Activity / Works that were continuing during incident / accident: -

Excavation		Demolition		Concrete carrying	
Concrete pouring		Transportation of materials (manually)		Transportation of materials (mechanically)	
Work on or adjacent to water		Work at height (+2.0 mts)		Scaffold preparation	
Scaffold dismantling		Piling works		Welding	
Grinding		Gas-cutting		Pipe fit-ups & fabrication	
Structural fabrications		Machine works		Hydro-testing works	
Electrical works		Erection activities		Other/specify	

What exactly the victim was doing just before the incident / accident?

.....

Particular of tools & tackles being used and condition of the same after incident/accident:

.....

Description of Incident/Accident (How the incident was caused):

.....

Nature of injury:

Bruise or Contusion		Abrasion (superficial wound)		Sprains or strains	
Cut or Laceration		Puncture or Open wound		Burn	
Inhalation of toxic or Poisonous fumes or gases		Absorption		Amputation	

Fracture		Other/specify			
----------	--	---------------	--	--	--

Parts of body involved in incident / accident

Head		Face		Eyes	
Throat		Arm (above wrist)		Hand (including wrist)	
Fingers		Trunk (Abdomen / Back / Chest / Shoulder)		Throat	
Leg (above ankle)		Foot (incl. ankle)		Toes	
Multiple				Other/specify	

Accident type

Struck against		Struck by		Fall from Elevation	
Fall on same level		caught in		caught under	
caught in between		Rubbed or abraded		Contact with (Electricity)	
Contact with (Temp./ extremes)		Contact with chemicals or oils		Vehicle accident	
Other/specify					

Name & Designation of person who provided First-Aid to the victim: _____

Name & Telephone number of Hospital where the victim was treated _____

Mode of transport used for transporting victim – Ambulance / Private car / Tempo/ Truck / Others How much time taken to shift the injured person to Hospital

In case of FATAL incident, indicate clearly the BOCW Registration No. ____ of the victim/ Company.....Comments of Medical Practitioner, who treated/attended the victim/injured (attached / described here).

What actions are taken for investigation of the incident, please indicate clearly – (Video film / Photography / Measurements taken etc)

Immediate cause (Please tick the right applicable) –

Hazardous methods or procedures inadequately guarded		Poor housekeeping		Inadequate or improper PPE	
Environmental hazards (excess noise/ space constraint/ inadequate Ventilation)		improper illumination/ Moving on oval surface		Working on dangerous equipment	
Failure to secure		Horse-play		Failure to use PPE	
Inattention to surroundings		Improper use of hands & body-parts		By-passing safety devices	

Unsafe mixing or placement of tools & tackles		Bypassing standard procedures		Failure in communication	
Operating without authority		Improper use of equipment or tools & tackles		drug or alcoholic influence	
excessive haste		Others(specify)			

Basic cause

Over confidence		Impulsiveness		over-exertion	
Faulty judgement or poor understanding		Failing to keep attention constantly		Nervousness & Fear	
Fatigue		Defective vision		Ill health or sickness	
Slow reaction		Others (specify)			

Root cause

Inadequate Engg		Improper Design		Inadequate Planning & organization	
Inadequate knowledge		Inadequate skill		Inadequate training	
Inadequate supervision		Improper work procedure		Inadequate compliance with standard	
Substandard performance		Inadequate maintenance		Improper inspection	
Others (specify)					

Loss of man days and impact on site works, (if any) –

Remarks from Contractor's Safety Officer/ Engineer –

Was the victim performing relevant tasks for which he was engaged /employed? Yes / No Was the Supervisor present on work-site during the incident? Yes /No
Have the causes of incident rightly identified?
Yes / No
Cause of Accident was_____

Remedial measures recommended by **Safety Officer of Contractor** for avoiding similar incident in future:

.....
.....

.....
.....

Intimation to local authorities (Dist. Collector / Local Police Station
/ ESI authority): Yes / No / NA. If yes, to whom

.....

Safety Officer

Site Head / Resident
Construction Manager

(Signature and Name)

(Signature and Name)
Stamp of Contractor

FORMAT NO. : HSE-4 REV0

**NEAR MISS INCIDENT/ DANGEROUS OCCURRENCE SUGGESTED
PROFORMA**

(to be submitted within 24 hours)

- Near Miss : **Human injury escaped & no damage to property, equipment or interruption to work.**
- **Dangerous Occurrence:** Damage to property, equipment or interruption of work, but not resulting in personal injury/ illness, e.g. Fire incident, collapse of structure, crane failure, etc.

Report No.: _____

Name of Site: _____

Date: _____

Name of work: _____

Contractor: _____

Incident reported by :

Date & Time of Incident :

Location :

Brief description of incident

Probable cause of incident

Suggested corrective action

Steps taken to avoid recurrence ☐ Yes ☐ No

Safety Officer
Manager
(Signature and Name)

Site Head / Resident Construction
(Signature and Name)
Stamp of Contractor

FORMAT NO. : HSE-5 REV:-0

**MONTHLY HEALTH, SAFETY & ENVIRONMENTAL (HSE)
REPORT**

(To be submitted by each Contractor)

Actual work start Date: _____ Project: _____ Name of the Contractor:
_____ Name of Work : _____ For the Month
of: _____ Report No: _____

Status as on : _____ Job No : _____

(Contractor in consultation with Engineer in Charge shall generate
here reports through web based package only.

Sr No	ITEM	UPTO PREVIOUS MONTH	THIS MONTH	CUMULATIVE
1	Average number of Staff & Workmen (average daily headcount, not man days)			
2	Total Man-hours worked			
3	Number of Induction programmes conducted			
4	Number of HSE meetings organized at site			
5	Number of HSE awareness programmes conducted at site			
6	Number of Tool Box Talks conducted			
7	Number of Lost Time Accidents (LTA)	Fatal		
		Other LTA		
8	Number of Loss Time Injuries (LTI)	Fatalities		
		Other LTI		
9	Number of Non-Loss Time Accidents			
10	Number of First Aid Cases			
11	Number of Near Miss Incidents			
12	No. of unsafe acts/ practices detected			
13	No. of disciplinary actions taken against staff/ workmen			
14	Man-days lost due to accidents			
15	LTA Free man-hours i.e. LTA free man- hours counted from the Last LTA (enter date:)			
	Frequency Rate (No. of LTA per 2 lacs man-hours worked)			

Sr No	ITEM	UPTO PREVIOUS MONTH		THIS MONTH		CUMULATIVE
	Severity Rate (No. of man days lost per 2 lacs man-hours worked)					
	Loss Time Injury Frequency (No. of LTI per 2 lacs man-hours worked)					
	No. of activities for which HIRAC completed					
	No. of incentives/ awards given					
	No. of occasions on which penalty imposed by Engineer in Charge					
	No. of Audits conducted					
	No. of pending NCs in above Audits					
	Compensation cases raised with Insurance					
	Compensation cases resolved and paid to workmen					
	No of Vehicular Accident cases					
	No of fire/Explosion cases					
	Whether workmen compensation policy taken		Yes		No	
	Whether workmen compensation policy is valid		Yes		No	
	Whether workmen registered under ESI Act, as applicable		Yes		No	
	Whether HIRAC Register prepared and updated		Yes		No	
	Whether Environment Aspect Impact Register prepared and updated		Yes		No	
	Whether Legal Register prepared and updated		Yes		No	
	Remarks, if any					

Date:_____

Prepared by Safety Officer

(Signature and Name)

Approved by Site Head /
Resident Construction
Manager

(Signature and Name)

FORMAT NO.: HSE-6 REV 0

Sl. No.	Items / Subjects	Status of compliance (Yes / No)	
1	Work areas / Equipments inspected		
2	Work area cordoned off		
3	Adequate lighting is provided		
4	Precautions against public traffic taken		
5	Concerned persons in & around have been alerted & cautioned		
6	Hazards / risks involved in routine / non-routine task assessed and control measures have been implemented at specific task		
7	ELCB provided for electrical connection & found working		
8	Ladder safely attached / fixed		
9	Scaffoldings are checked and TAGs are found used correctly		
10	Working platforms are provided and are found sound /safe for use		
11	Safe access & egress arrangements (e.g. ladders, fall arresters, life-lines etc.) are satisfactorily incorporated		
12	a. Openings on platform / floors are effectively cordoned / covered		
	b. Safety Nets are provided wherever required		
13	Use of following safety gadgets by people working at area under this permit, is checked and found satisfactory - Safety helmet Safety harness (full body) with double lanyard Safety Shoes Safety gloves Safety goggles		
14	Housekeeping of work area found satisfactorily tidy / clean & clear		
15	Adequate measures have been taken for works being continued at the ground level, when simultaneous works are permitted overhead at that very location.		
16	Materials are not thrown from heights on to ground		
17	Medical examination of workers are made & found		

	satisfactory		
18	Responsible job engineer / supervisor found physically present at work spot for overall administration of work as well as safety of people.		

PERMIT FOR WORKING AT HEIGHTS (ABOVE 2.0 METER)

Permit No. Name of Main ContractorName of
work executing agency / sub agency / vendor:
.....DateExact Location of work
.....

Nature of workDuration of work (from)
..... (to)

Number of workers covered within this permit
(List enclosed with name & gate pass numbers.)

Above items have been checked & compliance has been found in
place. Hence work is permitted to start / continue at the above-
mentioned location. Work shall not start till identified lapses are
rectified.

Additional Precautions, if any
.....
.....
..

Work Permit issued by
Contractor Engineer/RCM
Officer

Verification By
Contractor Safety

AT THE END OF THE DAY/WORK:

All works at height are completed & workmen have returned safely
from work location at (time)..... (date)

(Sig. Contractor Engineer)

FORMAT NO. : HSE-10 REV 0

HOUSEKEEPING ASSESSMENT& COMPLIANCE

(Sheet 1 of 2)

Project	:	Sr. No. :
Name of the work	:	Date :
Name of contractor	:	Job No. :
Name of contractor	:	Fortnightly

Sl.No	Subjects of Review	Satisfactory/ Yes	Non-satisfactory/ No	Remarks	Action
1.	Cleanliness at the Main entry / access of site				
2.	Ground condition / floor areas free from water- logging / oil spillage				
3.	Ground & elevated floors free from rubbish / wastes / accumulated debris / scraps.				
4.	Manholes / openings are covered / fenced				
5.	Trenches are barricaded / walkways are in place				
6.	Drains are cleaned / not choked / not occupied by dumped materials				
7.	Sufficient CAUTION boards / instructions displayed				
8.	Construction machinery are maintained & parked in orderly manner.				
9.	Movement of site people are not obstructed because of dumping / storing of construction materials				
10.	Access / egress to Electrical Distribution Boards / Panels clear from wires / cables / earth-strips etc.				

Sl.No	Subjects of Review	Satisfactory/ Yes	Non-satisfactory/ No	Remarks	Action
11.	Electrical panel rooms / sheds / MCC / Control rooms / Substations etc. are clean & tidy and not used for storing dress / clothes, tiffin-box or bicycles.				
12.	Passage behind Elec. panels are free for access				
13.	Fire extinguishers / fire-buckets are accessible without any difficulty.				
14.	Stair-steps, platforms & landings are clear & tidy				
15.	Sheds / rooms & work areas have got sufficient illumination as well as ventilation				
16.	Cables / Wires / welding leads are routed / hanged appropriately & are not creating unsafe condition.				
17.	Stacking / storing of insulation materials or their packing.				
18.	Removal or cleanliness of left-over sand, concrete, brick-bats, insulation-materials, excess earth, wastes etc.				
19.	Storing / stacking of sand, metal chips, re-bars, steel pipes, valves, fittings etc.				
20.	One escape route at ground & minimum two escape routes at elevation available,				
21.	Captions / Posters / Slogans on various safety instructions are displayed legibly in local language				
22.	Cable trenches are water-free or regular arrangement for taking out accumulated water exists.				
23.	Windows of rooms / offices are regularly cleaned				

Sl.No	Subjects of Review	Satisfactory/ Yes	Non-satisfactory/ No	Remarks	Action
24.	Facilities for cycle sheds, drinking water, washing, rest-rooms etc. are maintained in tidy manner.				
25.	Toilet, Urinals, Canteen / kitchen / pantry etc. are maintained & free from obnoxious smell.				
26.	Construction tools / tackles are stored systematically - the items are tagged / tested / certified by competent third party.				
27.	Sufficient numbers of Dust-bins / Waste-bins found at site and are regularly emptied.				

Additional remarks, if any -

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

Inspected by
Contractor Engineer

Verification By
Contractor Safety Officer

FORMAT NO. : HSE-13 REV 0

INSPECTION FOR SCAFFOLDING

Project :
Name of the work :
Name of contractor :

Sr. No. :
Date :
Job No. :

(Sheet 1 of 2)

Sr No	Description	Yes	No	N.A.	Actions taken
1	Whether work permit is obtained to take up work at height above 1.5 Mts?				
2	Whether atmospheric condition is "stormy" or "raining" and works at heights have been permitted?				
3	Whether steel pipes scaffoldings are used for units /off-site areas?				
4	Whether scaffolding has been erected on rigid/firm/leveled surfaces / ground? Whether "foot-seals" or "base-plates" are used beneath the up-rights (vertical steel pipes)				
5	Whether scaffold construction is as per IS specification with toe-board and hand-rails (top-rail as well as mid-rail)?				
6	Whether distance between two successive up-rights are less than 2.5 Mts (height of scaffold & load carrying capacity governs the distance between two uprights)				
7	Whether all uprights are extended at least 900 mm above the top most working platform (to enable fitting of handrails)?				
8	Whether vertical distance of two successive ledgers is satisfactory? (<i>varying between 1.3 Mts. To 2.1 Mts</i>)				
9	Whether the peripheral areas of working at height are cordoned-off? (for avoiding accident to people arising out of dropped / deflected materials)				
10	Whether platform is provided? Is it safely approachable?				
11	Whether end of scaffold platform / board are extended beyond transoms? (125mm to 150 mm)				
12	Whether CE / IS approved quality and worthy conditioned full-body safety harness (with double lanyard & karabiners) are used while				

Sr No	Description	Yes	No	N.A.	Actions taken
	working at heights?				
13	Whether life-line of safety harness is anchored to an independent secured support capable of withstanding load of a falling person?				
14	Whether the area around the scaffold is cordoned off to prohibit the entry of unauthorized person / vehicle?				
15	Whether clamps used are of good condition, of adequate strength and free from defects?				
16	Whether ladder is placed at secured and leveled surface?				
17	Whether water-pass and oil-spills are avoided around the scaffold structure?				
18	Whether ladder is extended 1.5mts. above the landing point at height?				
19	Whether more than one access/egress provided to the scaffold?				
20	Whether ladder used are of adequate length and overlapping of short ladders avoided?				
21	Whether metallic ladders are placed much away from near-by electrical transmission line?				
22	Whether rungs of ladder are inspected and found in good order?				
23	Whether fall-arresters provided on both the access/egress routes?				
24	Whether diagonal (cross) bracings are provided at regular interval on the scaffold?				
25	Whether working platform on the scaffold has been made free from "jolt" or "gap"?				
26	Whether tools or materials are removed after completion of the day's job at heights?				
27	Whether a valid Permit for Work (PFW) is obtained before taking up work over asbestos or fragile roof?				
28	Whether sufficient precaution is taken while working on fragile roof?				
29	Whether provision is made to arrange duck ladder, crawling board for working on fragile roof?				
30	Whether scaffold has been inspected by qualified civil engineers prior to their use?				
31	Whether the scaffolding has been designed for the load to be borne by the same?				
32	Whether the erection and dismantling of the scaffolding is being done by trained persons				

Sr No	Description	Yes	No	N.A.	Actions taken
	and under adequate supervision?				
33	Whether safety net with proper working arrangement and life-line has been provided?				
34	Whether TAGS (Green for acceptable and Red for incomplete/unsafe scaffolds) are used on scaffolds?				

Inspected by
Contractor Engineer

Verification By
Contractor Safety Officer

FORMAT NO. : HSE-14 REV 0

(sheet 1 of 2)

PERMIT FOR ERECTION / MODIFICATION & DISMANTLING OF SCAFFOLDING

Project : Sr. No. :
 Name of the work : Date :
 Name of contractor : Job No. :
 Nature of activities : Duration:
 From.....To.....

SL. No.	SUBJECTS / ITEMS	DO NE	NOT DONE	REMARKS
1	Specific task of Erection / Modification / Dismantling of scaffolds, identified & TAGGED accordingly (before as well as after carrying-out jobs).			
2	People engaged in doing the job are identified & are certified by Job Engineer of Main Contractor as experienced / trained.			
3	Concerned persons are alerted by the Job Engineer of Main Contractor in connection with possible hazards & what the workmen MUST do / MUST not do.			
4	Verification by Job Engineer of Main Contractor made for confirming that all persons permitted to carry-out the jobs are making use of Helmet, Safety Shoes, Goggles, Gloves & Double lanyard safety harness and other relevant PPEs.			
5	Area of work is effectively cordoned-off / barricaded / illuminated.			
6	For taking-up / lowering down Scaffolding members / clamps / couplings etc. appropriate ropes / pulleys/ chains etc. have been arranged for use (not to throw any item) & the same have been verified as "fit for purpose".			
7	Items / members of scaffold, being lowered are removed from the area & stacked correctly.			
8	Ropes, chains, pulley blocks etc. being used for lifting or lowering scaffold items, are inspected by the Job Engineer & their certifications as well as physical conditions have been found O.K, before signing this PERMIT.			
9	Safety Net / Life-line / Fall Arresters etc. are arranged in position and Job Engineer has found working conditions favourable for activities to start.			
10	Scaffold erection or dismantling tasks are being supervised by Experienced Engineer / Competent			

SL. No.	SUBJECTS / ITEMS	DO NE	NOT DONE	REMARKS
	person.			
11	Only competent & experienced people have been selected / engaged in Scaffolding erection, modification or dismantling tasks.			
12	Adequate & effective actions for traffic and movement of people around the cordoned-off area taken to avoid inadvertent incident			
13	Working platforms are protected with handrails & toe-boards.			
14	Access & Exit (for reach & escape) are safe for use by people.			
15	Tools, tackles to be used for above jobs are verified by job Engineers of Main contractor as genuinely good and tied-up at height (to prevent their fall).			
16	Site important Telephone Nos. are made known to everyone			
17	SOP (Safe Operating Procedure) for the specific task is made & followed too.			
18	Emergency vehicle has been arranged at work locations.			

- This permit for work shall be available at specific work location all the time.
- After completion of work, permit shall be returned to safety cell of main contractor, without fail.
- This Permit shall be issued maximum upto (Monday to Sunday).
- Additional Precautions, if any

.....

- **ACCORD OF PERMISSION** (to be ticked) - YES () / NO ()

Inspected by
 Contractor Engineer

Verification By
 Contractor Safety Officer]

FORMAT NO. : HSE-14 REV 0

(sheet 2 of 2)

Everyday Site working conditions & performance of workmen shall be assessed / checked by Contractor Site Engr. and Safety Officer shall verify the same.

	Name Sign.	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Site Engr.								
Safety Off.								

FORMAT NO. : HSE-17 REV 1

PERMIT FOR EXCAVATION

(depth 2m and above)

Project :

Sr. No. :

Name of the work :

Date :

Name of contractor :

Job No. :

Job Description :

Location:

Size of excavation :

(Sheet 1 of 2)

SL. NO.	Description of Item	COMPLIANCE STATUS			Remarks
		Yes	No	Not applicable	
1)	Suitable and sufficient risk assessments and method statements has been carried to ensure that the work shall be undertaken in accordance with specification and standard.				
2)	Are plans/details of underground services available and the same has been reviewed?				
3)	Has survey done to locate the services/obstacles etc.				
4)	Has the live services (electrical, water line, air line, telephone line, etc.) has been disabled for carrying out the job.				
5)	Is adequate barriers/fences to protect the excavation are in place?				
6)	Is Adequate warning signs are in place?				
7)	Is Assessment of ground conditions done and remedial action (if any) taken?				
8)	Safe access / egress (e.g. ramp / steps / ladders etc.) provided for site workmen & supervisors.				
9)	Is the excavation work being undertaken in proximity of structure, etc.? If Yes, its effect is considered?				

SL. NO.	Description of Item	COMPLIANCE STATUS			Remarks
		Yes	No	Not applicable	
10)	Availability of competent person for supervising the excavation work?				
11)	Adequate safe arrangement to prevent collapse of edges (e.g. shoring / strutting / benching / sloping etc.) made at site.				
12)	Hard barricades (at least 1.0M away from edge & for excavation near site access roads) with warning signs/caution boards are provided				
13)	Accumulation / passage-ways of water at periphery of excavation / trench stopped/ restricted.				
14)	Is the equipment being used for excavation has been checked for adequacy and is in good working condition having all the safety features?				
15)	Age & fitness of workmen ensured by medical test before engagement in job ?				
16)	Arrangement of Monitoring of possible oxygen deficiency or obnoxious gases done & action taken?				

PERMIT GRANTED - Yes / No
(List enclosed with name & gate pass numbers.)

Name & Signature of Site Engr.
In charge/RCM of Contractor (Initiator)
Verification by

Name & Signature of Area –
Contractor (Issuing authority)

Contractor Safety Officer

NOTES: -

1. Slopes or benches for excavation beyond 2.0M depth shall be designed & approved by Contractor's site head.
2. Excavated earth to be kept at least 1.5M away from edges
3. Safety helmets, Safety shoes or gum-boots, gloves, goggles, Face shield, Safety Harness shall be essential PPEs.

4. Permit shall be made in **duplicate** and original shall be available at site of work.
5. Permit shall be issued for maximum **one week** only (Monday to Sunday)
6. After completion of works, permit shall be closed & preserved for record purpose

GRANT OF PERMIT AND EXTENSIONS

Sl. No.	Validity period From To _____	Working Time From To _____	Initiator (site Engr. of Main Contractor)	Issuing authority (Area In charge/ RCM of Main Contractor)	Review by Engineer in Charge/EIL (Remarks with date)
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Additional safety instructions if any: -

- 1.
- 2.
- 3.

FORMAT NO.:

HSE-20 REV 0

Inspection of Tower Crane

Name of Contractor:

Project:

Name of Work:

Job No:

Vehicle Identification/Registration No:

Date:

Sr. No.	Description	Observation	Remarks & Suggestions
1	Serial number plate & SWL marking		
2	Valid TPI Certificate		
3	Valid Insurance		
4	Safe access and egress are provided to the crane operator.		
5	Front glass of Operator cabin		
6	Operator crane cabin is provided with a locking mechanism so as to prevent unauthorised entry.		
7	A safety bar is fitted across the operator's cabin window where there is likelihood of the operator falling through it.		
8	Manufacturer Operating Manual and Maintenance Manual are made available.		
9	An updated Operation and Maintenance log book is available in the operator cabin.		
10	All mounting bolts are in good condition.		
11	Load chart provided		
12	SLI available		
13	Crane hooks have got smooth surface and no dent		
14	Hook-latch / Dog-clamp in hook is effective		
15	Over hoist limit switch		
16	Double body earthing of Tower Crane		
17	Jib angle indicator is provided (For Luffing Jib Tower Crane).		
18	Emergency stop button, which will terminate the operation of the crane engine, is installed in the operator cabin and correctly identified.		
19	Effective braking mechanisms for Hoisting, Derricking, Slewing, Trolley Travelling maintained:		

Sr. No.	Description	Observation	Remarks & Suggestions
20	Trolley Travelling limiter to prevent over-travelling of trolley is functional.		
21	Limit switches to prevent over-derricking and over-lowering of jib (For Luffing Jib Tower Crane) is functional.		
22	Slewing limiter to restrict slewing of crane is functional.		
23	Over load Limiter to prevent overloading of crane is functional.		
24	Load Moment Limiter to prevent over-turning moment is functional.		
25	Anti-collision devices are tested to stop the tower crane's operation such that the crane-to-crane interference must be maintained at not less than 3 m.		
26	Condition of boom		
27	Counter weight placement and pins		
28	Winches, pulleys and wire ropes are in good working condition.		
29	Colour coding		
30	Leakage in hydraulic cylinder		
31	Fire Extinguisher		
32	Tower crane is adequately grounded or protected against lightning.		
33	Wind anemometer is installed and is in good working condition.		
34	Aviation lamp is functional (Reqd. for 30mt and above)		
35	Pre Medical Check-up& Periodic Medical check-up (every 6 months) including vision test for Operator		
36	Safety Induction for Operator		
37	Others		

Signature & Name of Operator:

Signature and name of Job Engineer

Signature & Name of Contractor's Safety Officer

FORMAT NO. : HSE-21 REV 0

Crane Inspection Checklist

Name of Contractor:

Project:

Name of Work:

Job No:

Vehicle Identification/Registration No:

Date:

Sr. No.	Description	Observation	Remarks & Suggestions
1	Crane hooks have got smooth surface and no dent		
2	Hook-latch / Dog-clamp in hook is effective		
3	Over hoist limit switch		
4	Over Load Indicator		
5	Over Boom limit switch		
6	Boom angle indicator		
7	Colour coding		
8	Condition of boom		
9	Condition of wire rope		
10	Rope drum / sheaves are in good working condition		
11	Swing break & lock		
12	Swing Alarm		
13	Over hoist break & lock		
14	Boom break & lock (For Telescopic Boom)		
15	Leakage in hydraulic cylinder		
16	Condition of Outrigger (For Tyre Mounted Crane)		
17	Outrigger fully extended Marking (For Tyre Mounted Crane)		
18	Condition of Tyre (For Tyre Mounted Crane)		
19	Wheel chokes are present and are used whenever required (For Tyre mounted)		
20	Battery & lamps		
21	Moving & rotating parts guarded		
22	Load chart provided		
23	Reverse horn (For Tyre Mounted Crane)		

Sr. No.	Description	Observation	Remarks & Suggestions
24	Body Condition of crane		
25	Front glass of Operator cabin		
26	Both side Mirror		
27	Number Plate (For Tyre Mounted Crane)		
28	Fire Extinguisher		
29	Horn		
30	Windshield and wipers		
31	Working of light & Indicator		
32	SLI		
33	Spark Arrestor(For Running Refinery/ Petrochemical/Chemical Plant)		
34	Foot-steps and hand-holds are in good working condition for exit /enter in to cabin		
35	TPI Certificate		
36	RC Document (For Tyre Mounted Crane)		
37	Fitness Certificate of Vehicle by authority		
38	Insurance		
39	PUC		
40	HMV License for Operator		
41	Pre Medical Check-up& Periodic Medical check- up (every 6 months) including vision test for Operator		
42	Safety Induction for Operator		
43	Others		

Signature & Name of Operator:

Signature & Name of Contractor's Concern Engineer

**Signature & Name of Contractor's Safety
Officer**

FORMAT NO. : HSE-22 REV 0

Hydra Crane Inspection Checklist

Name of Contractor:

Project:

Name of Work:

Job No:

Vehicle Identification/Registration No:

Date:

Sr. No.	Description	Observation	Remarks & Suggestions
1	Identification number of Hydra crane boldly scribed in front and rear end of machine		
2	Hydra Operator has got adequate document in support of his competency (i.e. HMTV driving license, knowledge & training)		
3	Marking of SWL on hook position is clearly visible		
4	Test & examination of Hydra crane by statutory / competent authority is carried out & document is valid		
5	Colour Coding		
6	RC Document		
7	Fitness Certificate of Vehicle by authority		
8	Valid Insurance		
9	Valid PUC		
10	Pre Medical Check-up & Periodic Medical check-up (every 6 months) including vision test for Operator		
11	Safety Induction for Operator		
12	Crane hooks have got smooth surface and no dent		
13	Hook-latch / Dog-clamp in hook is effective		
14	Over hoist limit switch		
15	Over Load Indicator		
16	SLI		
17	Condition of boom		
18	Condition of wire rope		
19	Rope drum / sheaves are in good working condition		
20	Leakage in hydraulic cylinder		
21	Tyre condition		

Sr. No.	Description	Observation	Remarks & Suggestions
22	Battery		
23	Moving & rotating parts guarded		
24	Break		
25	Parking Break		
26	Front horn		
27	Reverse horn		
28	Hydra cabin body and frame of machine is in good order		
29	Both side Mirror		
30	Fire Extinguisher		
31	Front glass pane of the Hydra operator's cabin is clean & clear (i.e. not cracked / damaged / broken)		
32	Windshield and wipers condition		
33	Working of front & back lights, turn Indicators, parking lights & fog lamps		
34	Spark Arrestor (For Running Refinery/ Petrochemical/ Chemical Plant)		
35	Wheel chokes are present and are used whenever required		
36	Foot-steps and hand-holds are in good working condition for exit /enter in to cabin		
37	Others		

Signature & Name of Operator:

Signature & Name of Contractor's Concern Engineer

Signature & Name of Contractor's Safety Officer

Annexure- IX
(Special Conditions of Contract)

Additional Special Conditions of Contract

- (i) The guidelines of NGT, Environment department and local administration issued from time to time will be strictly followed by contractor.
- (ii) The contractors are advised to get acquainted with the proposed work including specifications & its site and additional conditions carefully before quoting. No claim of any sort shall be entertained or account of any site conditions and ignorance of specifications & additional conditions. The work shall be carried out as per the availability of site.
- (iii) The work shall be carried out as per specifications of the contract / CPWD specifications, and relevant I.S. codes. Where specifications are silent, the decision of Engineer-in-Charge shall be final and binding on contractor.
- (iv) Contractor should use 43 grade of Ordinary Portland Cement confirming to IS 8112 and natural sand as per CPWD specification and relevant IS codes.
- (v) Contractors should submit Manufacturer's specifications and instructions of application for the materials he proposes to use of approved Manufacturer along with Certificates of quality assurances.
- (vi) The rates quoted by the contractor shall be taken as net and nothing extra shall be paid on any account i.e Royalty, Cartage, & stacking of material required at places etc. except GST which shall be paid extra as applicable. The rates for different items of work shall apply for all heights & depths, Leads & Lifts unless otherwise specified in the agreement or specifications applicable in the agreement. Scaffolding, Jhula, ladders etc. to carryout works at all heights/Lifts shall be arranged by the contractor at his own cost. Nothing extra shall be paid on these accounts.
- (vii) Contractor should take preventive measures so as not to damage the existing structures. If any damage to existing structure occurs, contractor shall at its own cost and expense, rectify such loss or damage or Engineer in charge may recover the cost of damage from their RA Bills
- (viii) Materials manufactured by the approved manufacturers shall only be used. For retrofitting work of a particular location/member/application, the material of same manufacturer i.e. of one manufacturer only shall be used with prior approval of Engineer in charge.
- (ix) The sample of material required for Testing, if required shall be provided at free of cost by the contractor. The testing charges shall be paid by the Employer if material conforms the requirement and if test results are unsatisfactory then the testing charges shall be deducted from RA bill of contractor. All other expenditure to be incurred for taking sample,

conveyance, packing etc. shall be borne by the contractor.

- (x) The contractor shall submit a detailed program of work within 7 days of the date of award of work. The Engineer in- Charge can modify the program and the contractors have to work accordingly.
- (xi) The contractor shall make his own arrangement for getting the permission with respect to trucks from the Traffic Police.
- (xii) No payment shall be made to contractor for any damage caused by the rain, snowfall or any other natural causes what so ever during the execution of work.
- (xiii) The contractor shall be fully responsible for the safe custody of the material issued or brought at site by him for doing the work.
- (xiv) The Malba / Garbage generated at site due to site activities shall be removed from the site immediately & shall be disposed off by the contractor to the approved dumping site of respective Municipal corporations and all statutory approvals from local bodies shall be a sole responsibility of contractor.
- (xv) The contractor shall clean the site thoroughly of Scaffolding materials, rubbish, equipment's left out of his work & dress the site around.
- (xvi) 1% labour cess or as applicable will be deducted from the bills of contractor.
- (xvii) Water & temporary electricity shall be arranged by the contractor at his own cost.
- (xviii) Contractor shall ensure to take proper safety measures during the execution of work. All construction workers working at site should use P.P.E. positively.
- (xix) The work executed by the contractor shall be certified by the PMC and structural consultant appointed by the Employer for preparation of the retrofitting designs.
- (xx) The contractor shall conduct his work, so as not to interfere with or hinder the work being performed by other contractor(s) or by PMC.

Bidders are required to provide the necessary information as contained in this proforma supported by test certificates and documentary evidences.

Technical Specification Compliance for Unitech Project			
S. No	Material Details	Compliance Parameter	Remark
1	Rust Remover	Density 1.1 kg/ltr at 30 deg celsius	
		Coverage 1kg must cover min 3 sqm in 2 coats	
2	Epoxy Based Zinc Rich Primer	Solid content by weight should be min 75%	
		Pot Life ~2 hours at +30 °C (test weight 2 kgs)	
3	Epoxy Bonding agent	Must Comply to ASTM C881-78, Type II, Grade 2, Class B+C	
		Viscosity < 5 m-Pa-s (As per Brookfield Viscometer test)	
		Compressive strength 7D > \geq 55 Mpa (ASTM D 695) AT 30 Deg C	
		Tensile Strength > 18 MPA (14 days / +30 °C) (ASTM D638)	
		Tensile adhesion strength \geq 10 MPa (14 days, moist cure / +30 °C) (ASTM C882)	
		Pot life > 4 hours at +30 °C (FIP 5.1)	
		Open time > 7 hours at +30 °C (FIP 5.2)	
4	Dual Shrinkage Compensated Polymer Modified Mortar	Compressive Strength - 28 days > 50 mpa (ASTM C 109)	
		Tensile Strength in flexure 28 days > 9 mpa (EN 196-1)	
		Tensile Adhesion Strength 28 days >12 mpa (ASTM C 882)	
		Pot Life - 40 mins @ 20 degc	
5	Dual Shrinkage Compensated Polymer Modified Mortar	Compressive Strength 28 days > 65 Mpa (ASTM C 109)	
		Flexural Strength > 9 MPA (ASTM C 293)	
		Splitting tensile Strength \geq 3.5 N/mm ² 28 days +30 deg c (ASTM C 496)	
		Pot life min 20 mins	
		Expansion upto 4% (ASTM C 1090)	
6	Rebarring Chemical	ETA approval for c1 and c2 category under CE Marking and Declaration of Performance to ETA 17/0694 - Bonded injection type anchor for use in cracked and uncracked concrete	
		Fire Evaluation of Post Installed Rebar Connections CEN EN 1991-1-2,	
		Conformity with LEED v2009 IEQc 4.1: Low-Emitting Materials - Adhesives and Sealant	
		Compressive Strength > 95 mpa (7 days at 20 deg c) (ASTM D 695)	
		Tensile Strength in Flexure > 45 mpa (7 days at 20 deg c) (ASTM D 790)	
		Tensile Strength - 23 MPA (7 days at 20 deg c) (ASTM D 638)	
		Modulus of Elasticity in Tension - 5500 Mpa (7 days at 20 deg c) (ASTM D 638)	

Technical Specification Compliance for Unitech Project			
S. No	Material Details	Compliance Parameter	Remark
7	Surface applied Bipolar Corrosion Inhibitor	BRE Report , The use of surface applied corrosion inhibitor to delay the onset of chloride induced corrosion in hardened SAMARIS (Sustainable and Advanced Materials for Road Infrastructure) - Final Report	
		Mott MacDonald Evaluation report on inhibitors	
		Wolfseher & Partner, Materials Technological Investigation,	
		Viscosity >25 Cps	
		depth of penetration min 25 mm in 2 months	
8	Epoxy Grout Injection	Confirms to ASTM C881, Type II and IV, Grade-1, Class F	
		Viscosity - 250 mpa.s at 30 degc	
		Compressive Strength >65 Mpa 7 days (ASTM D 695)	
		Flexural strength >45 mpa (EN 196-1)	
		Tensile Strength > 45 Mpa (ASTM D 638)	
		Modulus of Elasticity in Tension - 2000 N/mm2(7 days) (ISO 527 -2)	
		Tensile Adhesion Strength > 10 mpa 14 days (ASTM C 882)	
		Pot Life > 60 min (100 g mass +30 degc)	
Structural Strengthening			
10	wrap 600 gsm	Dry fibre tensile strength > 4800 N/mm2 (ISO 10618)	
		Dry fibre modulus of elasticity in tension 250 000 N/mm2 (ISO 10618)	
		Application procedure must involve Wet application with Sikadur®-330 IN as primer and Sikadur®-300 IN as impregnating resin:	
11	Laminates 50mm 1.4 mm thick	ETA Approval is mandatory for any postinstalled laminate application for Durability and encountering effect of creep	
		Fibre Volume content > 68%	
		Laminate tensile strength (Mean Value) > 3000 N/mm2 (EN 2561)	
		Laminate modulus of elasticity in tension mean Value > 170000 N/mm2 (EN 2561)	
		Glass Transition Temperature > 100 deg c (EN 61006)	
12	Epoxy	Laminate elongation at break in tension > 1.8 % ((EN 2561))	
		must be tested for Durability in excess to 25 years by EMPA Test	

SECTION 6

TECHNICAL SPECIFICATIONS:

Technical Specifications

Different repair methodologies are to be suggested for repairs works of different kinds as mentioned in the BOQ and got approved from the PMC/Consultants/representative of IIT Roorkee. The methodology to be proposed by the contractor shall include but not limited to the following;

(A) For severe damages

1. Supporting the existing Structure

Providing and erecting steel props of appropriate size as per requirement of the design, runner to support the structure provisionally during retrofitting and maintaining the same in position till the completion of the activity. It is the responsibility of the contractor to provide appropriate jacks to destress the structural members, before taking up the repair and retrofitting.

2. Removal of unsound concrete from affected Area

The First step in preparing reinforcing steel for repair or cleaning is removing the deteriorated concrete surrounding the reinforcement. Contractor shall ensure that further damage to the reinforcement steel is not caused by the process of removing the unsound concrete. Impact breakers can damage the reinforcement steel, if the breaker is used without regard to the location of the reinforcement. For this reason, a cover meter or reinforcing bar locator, should be used to determine the depth, size, quantity and approximate location of the reinforcement in the concrete. Once the larger area of unsound concrete has been removed, a smaller chipping hammer should be used to remove the concrete in the vicinity of the reinforcement. Care shall be taken not to vibrate the reinforcement or otherwise cause damage to its bond with concrete adjacent to the repair area. No reinforcing bar is to be cut or removed without prior approval of the Engineer in Charge. All weak, damaged, and easily removable concrete shall be chipped off. When the exposed reinforcement steel has loose rust, corrosion products, or is not well bonded to the surrounding concrete, the concrete removal should continue to create a clear space behind the reinforcing steel of 6 mm plus the dimension of the maximum size aggregate of the repair material.

3) Application of concrete penetrating corrosion inhibitor on concrete surface:

Carry out application of 'Bi-polar migratory corrosion inhibitor on concrete surface by brush in two coats. This inhibitor has migratory kind of property which permits the materials to migrate to a virtual extent of 60 mm through pores of concrete, inhibiting the corrosion and de-passivating the electro-chemical reaction. It has property to attack anode as well as cathode, which is purely alkaline in nature (pH-9.5), so it has no carcinogen activity with concrete. Material shall have evaluated test reports indicating significant reduction in corrosion rate indicative of its suitability for tropical applications. Grout 50 to 75 mm deep holes at the spacing of 350 mm c/c with the dosing of

100 ml per hole in concrete body.

4) Providing Additional Reinforcing Steel:

Makeup lost steel area due to corrosion by providing additional steel reinforcement. The steel shall conform to IS 1786 grade Fe500D. Anchor the steel rebar in sound concrete body up to desired depth by structural GRADE adhesive. Fixing of rebars is to be with pre left binding wires with existing steel at regular grid after aligning concrete profile with new mortar up to existing steel face.

Strengthening the Columns, Beams & Slabs

i) Making Up Lost Strength of Core Concrete by Low Viscosity Monomer:

Make up to lost strength of core concrete shall be with grouting of low viscosity (2-5cps- as per ASTM-D-2196) monomer. This is a low viscous high molecular weight thermosetting polymer. Due to its low viscosity it effectively fills up all micro-cracks and voids up to full depth of concrete. Beside enhancing existing binding matrix this shall also enhance in ductility property of elements.

Description of Grout:

- Drilling of holes 12 mm dia. And about 1/3 rd of element deep into concrete along the cracks or in honey combed and deteriorated areas, fix the perforated nozzles, and seal the sides with Epoxy sealant.
- Epoxy sealant: This is a non-shrink sealant. It is built in resilience to absorb impact and movements in joints.
- Inject very low viscous injection resin into pre-drilled nozzles at a pressure of 4 kg/cm² using compressed air and injecting gun. Seal the nozzles with epoxy after injection is completed.

ii) Grouting of Structural Cracks by Low Viscosity Epoxy Grout: Grout the wide structural cracks in the concrete by grouting of low viscosity grout (200 cpc as per ASTM-D-2196). Cut a V-groove along the crack of proportionate size. Drill the holes along the crack at desired spacing. Seal the remaining portion by no-shrink epoxy putty to avoid any leakages of grout material. Grout the low viscosity material through epoxy injection gun under pressure of 3 to 4 kg/ cm². Cut and seal the nozzles after 24 hrs of application of grouting.

iii) Sectional Reconstruction in Excessively Damaged Concrete in Structural Elements.

a.) Bonding Coat:

Bond between new and old concrete is important aspect for effective participation of total cross sectional area of bond coat on cleaned concrete surfaces as per the detailed manufacture's procedure. Ensure that the concrete. Selection of type of bond coat is based on, type of stresses bond strata is expected to go, and prevailing area where application is to be carried. After the various pre-treatment apply liberal quantity of application of new concreting is carried out during the pot life of material.

b). Making up lost- section with free flow micro concrete:

For replacing the carbonated part of concrete and repairing the damaged

surface of concrete, fix the form work across the profile of damaged structural element. Pour the free flow concrete mix in the form work. Makeup concrete is based on type of structural element and its location. For large replacement of damaged concrete the free flow type of micro-concrete can be used. For small patch works the latex modified mortars can be used.

c.) Making up lost- section with modified mortar:

Makeup mortar is based on type of structural element and its location. Here following type of modified mortars are recommended.

Modified mortar:

For replacing the carbonated part of concrete and repairing the damaged surface of concrete usage of following formulated mortar is recommended.

Mix:

Cement:	50 Kg
Sand:	150 Kg
Monobond:	2.5 to 5 kg
Water:	15-20 Liters.

**Strengthening of the member using E-Glass or Carbon fiber wrapping:
Methodology for wrap System- Fiber Wrapping Technique:**

The fiber wrapping technique of retrofitting is relatively new technique. It has got certain wrapping technique of retrofitting is relative ease for application, high strength to weight ratio, energy, and time saving, clean and noise free application, high strength to weight ratio, energy, and time saving, clean, and noise free application. The fiber wrapping system offers resistance to corrosion of reinforcement also. The fiber wrap skin acts as a deterrent to environmental degradation. It also has tailor ability to adapt to any shape of substrate concrete.

The following are the steps taken for Fiber Wrapping:

1. The contact surface of concrete element shall not have free moisture at the time of application.
2. All bare concrete surfaces to be strengthened shall be primed with epoxy primer using a roller brush. Any surface concavity is to be filled by epoxy or other suitable putty.
3. Apply saturate epoxy on the surface.
4. Stretch unidirectional glass fiber over the surface and press by rollers to squeeze out the saturant through the fabric. Air bubbles are also removed due to this operation.... Indicated the general direction of fiber for beams in flexure and shear, and columns in confinement. The wrapping around the beam-
5. The fibers of the composite shall be lapped at least 150 mm in the direction of fiber between adjacent layers.
6. The process is repeated (steps6- 7) for application of second layer.
7. For the elements exposed to sun light, a sealer coat may be applied on the wrap.

Protective Measure against Deterioration of building due to corrosion of Reinforcement:

The following treatment is general is recommended for the affected concrete members:

- The loose and disintegrated concrete be removed.
- The concrete surface should be thoroughly scrubbed by hard steel wire brush to ensure that no loose mortar, disintegrated concrete or concrete lumps are left. The scrubbed surface should then be cleaned by washing with water and made free of dust particles. Preferably by blowing air under pressure.
- Apply the bond coat of Epoxy coating on the entire surface, to have proper bond in between the old concrete and mortar.
- Make the column with polymer modified cement mortar when the bond coat is tacky. Cement: sand mortar (1:3) used shall have 20% acrylic emulsion by weight of cement. It shall be cured for 7 days by sprinkling water.
- In case the concrete member is in good condition but there are small cracks or undulations, the cracks, joints, or undulations are repaired using epoxy sealant.

The Following is the Detailed Procedure for Fiber Wrapping:

1. Structure Preparation:

Basic repairs must be made to the structure prior to strengthening with FRP. Spelled concrete removed, Corroded or damaged steel addressed major cracks injected. Build the surface with polymer modified mortar or micro concrete.

2. Surface Preparation:

The surface to be repaired is typically rubbed off to smooth out irregularities remove contaminants and radius sharp corners. This can be performed by shot or sand blasting, water jet or grinder

3. Primer:

In order to promote adhesion and prevent the surface from drawing resin from the FRP, a low viscosity epoxy primer is applied with a roller until the substrate is locally saturated.

4. Putty

Adhesive, high viscosity putty is applied when necessary to the surface to fill in 'bug holes' offset or voids

5. Cutting Fabric:

In a clean area away from the resins, the fabric is carefully measured and cut in accordance with the specifications.

6. Saturating Fabric:

On large, high volume projects, the fabric can be saturated using custom saturator. For lower volumes and shorter strips, the fabric can be either

saturated on a table, or the surface can be coated with resin and the dry fabric applied.

7. Applying Fabric:

The pre-wetted, or dry, fabric is carefully laid onto the surface and smoothed out to remove air bubbles and ensure that the fibers are straight.

8. Quality Control Monitoring:

During the cure, 2 to 6 hours depending on ambient conditions, the fabric is checked to ensure that all air bubbles are removed and that the fabric is not sagging.

9. Applying Second Saturate Coat & Sand Pasting:

After inspection of wrapped fiber apply second coat of saturate on wrap and apply subsequent layer as per design. Apply coarse river sand if wrapping is followed by plastering or POP when second coat becomes tacky.

10. Applying Bond Coat & Plastering:

Apply compatible bond coat on wrapped surfaces and carrying out plastering with rich cement mortar.

11. Applying Top Coat For Exposed Surface:

Apply compatible UV resistant polyurethane top coat on wrapped surfaces in case of wrapping surfaces are exposed to direct sun light and wrapped surfaces are not plastered.

Repair Methodology-2: for low damage level

This repair methodology is for the columns whose damage level is classified as "Mild" and "Moderate" which includes:

1. Supporting the structure.
2. Removal of unsound concrete from the affected area,
3. Protective treatment to the existing steel reinforcement.
4. Addition of the reinforcing steel, if required.
5. Building up the columns with high strength free flow micro concrete,