GENERAL CONDITIONS OF CONTRACT FOR THE CONSTRUCTION WORKS OF AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)

PERCENTAGE RATE / ITEM RATE TENDER AND CONTRACT

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Tender documents Contains pages (1) to (132 for contract Conditions including Schedule 'A' for Schedules of Quantities.

Note - The contractor should sign on page 12, 71 & 72 of the Contract Conditions and Page No. 125-132 schedule of quantities for quoting the rates failing which the tender will be treated as invalid.

AGRICULTURAL AND PROCESSED FOOD PRODUCTS
EXPORT DEVELOPMENT AUTHORITY (APEDA)

(MINISTRY OF COMMERCE AND INDUSTRY, GOVT. OF INDIA)

GENERAL GUIDELINES

1. This book of "General Conditions of Contract" is applicable to both **percentage rate tenders** as well **as item rate tenders.** Accordingly, alternative provision for condition No. 4, 10 and 12 of the General Rules and directions are given in this book. The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tender or item rate tender.

2. Schedules A to F, Special conditions/ specifications only will be issued to the intending tenderers in case they wish to get the tender documents issued from the office of the concerned General Manager (P&A). These can also be downloaded from the Website www.apeda.gov.in

3. All blanks are confined to Notice Inviting Tender and Schedules A to F.

4. Authority issuing Notice should fill up all the blanks and in Schedule 'A' to 'F' before issue of tender documents and also to upload on the above-mentioned websites.

5. The intending tenderers will quote their rates on the specified page of Schedule of work.

6. The proforma for registers and schedules A to F are only for information and guidance. These are not to be filled in the standard form. The Schedule with all blanks, duly filled in, shall be separately issued to all such intending tenderers who wish to get tender documents issued from the office of the GM (P&A)

AGRICULTURAL AND PROCESSED FOOD PRODUCTS
EXPORT DEVELOPMENT AUTHORITY (APEDA)
(MINISTRY OF COMMERCE AND INDUSTRY, GOVT. OF INDIA)

Ph. 26513204/26513219

No. …… Dt: 16.2.2012

PRESS PUBLICATION FOR TENDER NOTICE

APEDA invites tenders from the approved contractors covered under eligibility criterion of the tender notice of appropriate class for **renovation of reception area on 4th Floor, APEDA, Head Office, August Kranti Marg, New Delhi** at an estimated cost of Rs. 9,72,035/-. Detailed Tender Notice along with conditions of contract and Notice Inviting Tender may be seen and downloaded from the Website **www.apeda.gov.in**

General Manager (P&A)
APEDA, New Delhi

AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)
(MINISTRY OF COMMERCE AND INDUSTRY, GOVT. OF INDIA)

No. APEDA/CC-NIT Dated: 16.02.2012

TENDER NOTICE

Sealed percentage / item* rate tenders are invited from approved contractors of appropriate class of MES/CPWD/ State PWDs/Public Undertakings/Railways and Govt. Sector Construction Agencies for the following works:-

Sl. No.	Name of Work	Cost of Tender	Estimated Cost	Earnest Money	Time allowed
1	**Renovation of Reception area on 4th Floor, APEDA, Head Office, August Kranti Marg, New Delhi**	Rs. 1000/-	Rs. 9,72,035/-	Rs. 20,000/-/-	one month

Tender documents including contract conditions and schedule of work may be down loaded by the interested contractors who wish to participate from the website www.apeda.gov.in upto 4.00 p.m. on 15.03.2012. Contractors. may also get tender documents issued on production of attested copies of Registration and documents as mentioned in eligibility criteria from the office of the GM (P&A), APEDA , upto the above mentioned **date and time and contractor would be required to deposit EMD in requisite mode and cost of tender before issue of tender. The tenders will be opened in the presence of tenderers who wish to be present on 19.03.2012 at 3.30 P.M.**

ELIGIBILITY CRITERIA :

Contractors who wish to participate should qualify the following eligibility parameters for quoting the rates :

1. Contractor should be registered in appropriate class of MES/CPWD/State PWDs/Public Undertakings/Railways and Govt. Sector construction agencies.

2. Contractor should have completed the similar nature of work such as Wooden partition work, work stations, repair and ehabilitation works etc." during the last seven years ending last day of the month previous to the one in which tenders are invited in the concerned Govt. Department/Public Undertaking and completion certificate enclosed as per the following requirements:

a) Three works costing not less than 40% of the EC i.e. Rs. 3,88,814/-.

b) Two works costing not less than 50% of the EC i.e. Rs. 4,86,018/-.

c) One work costing not less than 80% of the EC i.e. Rs. 7,77,628/-.

3. Contractor must have a minimum annual financial turn over of Rs. 2,91,600/- during the last three financial years ending 31st March of the previous financial year in which tenders are invited.

The tender is liable to be summarily rejected and EMD forfeited in case of credential of the contractors in regard to Registration and experiences etc. are found to be false.

Purchase preference will be given to the Public Sector Enterprises / Public sector Undertaking as per prevailing guidelines / instructions of Govt. of India.

Tender in sealed cover super scribing the name of the work should reach the office of the GM / DGM (P&A), APEDA at above address on or before 19.03.2012 upto 3.00 p.m. and the same will be opened at 3.30 p.m. on the same day in the presence of tenderers who may be wish to the present.

Tenders not accompanied by the Earnest Money (also for working contractors) in the form of FDR/Demand Draft/Deposit at call Receipt shall be summarily rejected.

The cost of tender fee Rs. 1000/- is not refundable.

The earnest money of Rs. 20000/- is refundable, if above condition are not applicable.

GENERAL MANAGER (P&A)

***NOTE**: Wherever the percentage of the EC for work experience certificate and turnover of previous financial year is mentioned, GM (P&A) would work out the amount and fill in the respective places. Tender Notice number & date would be mentioned while inviting the Tender Notice*

AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)
3RD FLOOR NCUI BUILDING,
AUGUST KRANTI MARG
NEW DELHI 110016

(MINISTRY OF COMMERCE AND INDUSTRY, GOVT. OF INDIA)

NOTICE INVITING TENDERS

1. Percentage / Item rate tenders are hereby invited on the prescribed form on behalf of **AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)** from the approved and eligible contractors having registered with CPWD/MES/Railways/State PWDs/ Public Undertakings and Govt. Sector/ Construction Agencies for the work of **Renovation of C&I Division, 4th Floor, APEDA, Head Office, August Kranti Marg, New Delhi**

1.1. The work is estimated to cost Rs. 9,72,035/-

1.2. Tenders will be issued to the eligible contractors subject to production of their credentials as per the eligibility criteria as mentioned in the Tender Notice and the tender documents can also be down loaded for submission subject to fulfillment of the conditions for eligibility criteria, EMD etc. as described in the Tender Notice.

2. Agreement shall be drawn with the successful tenderer on the prescribed format /form. Tenderer shall quote his rates as per various terms and conditions of the said form and it would form part of the agreement.

3. The time allowed for carrying out of the work will be two months and it shall be reckoned from 10th day of placing of the work order or from the first day of handing over the site, whichever is later in accordance with the phasing, if any, indicated in the tender documents.

4. The site of work is available (see additional conditions of contract on page 118)

5. Receipt of application for issue of tender forms will be stopped by 1600 hrs on 19.03.2012 i.e. one day before the date fixed for opening of technical bids. In case the tender documents are down loaded by the interested parties from the websites as mentioned in the Tender Notice then the tenderers are also required to strictly observe the conditions as stipulated in the Tender Notice.

Tender documents consisting of contract conditions, schedule of quantities, Plan Specifications etc. of the various items of the work to be done along with terms and conditions of the contract to be complied with by the contractor whose tenders may be accepted and other necessary documents, can be seen by him / them in the office of the GM(P&A), 3rd & 4th floor, NCUI Building, 3, Siri Institutional Area, August Kranti Marg, (opp. Asiad Village) New Delhi 110016 between 11.00 a.m. to 4.00 p.m. on every working day except on Saturday, Sundays and Public Holidays.

6.1. The tender shall be accompanied by Earnest Money of Rs.20000/- and cost of tender, in case of tender documents downloaded from the website and earnest money should be in the form of demand draft or deposit at call receipt/ pay order of a scheduled bank issued in favour of **APEDA** New Delhi.

6.2. Receipt for Earnest money shall be placed in the sealed envelopes of technical bids in case of tenders issued manually by GM (P&A) concerned.

7. The description of the work is as follows:-

Renovation of reception area on 4th Floor, APEDA, Head Office, August Kranti Marg, New Delhi

Copies of the drawing and documents pertaining to the works will be open for inspection by the tenderers in the office of the above mentioned officer.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tender as to the nature of ground and sub-soil so far as is practicable, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he/ they inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost, all materials, tools and plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for, in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants etc. will

be issued to him by the Authority and local conditions and other factors having a bearing on the execution of the work.

8. Competent Authority on behalf of AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled and any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected

The Public Enterprises who avails benefit of purchase preference should be subjected to adequate penalties for cost over run etc.

9. Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

10. Competent Authority on behalf of AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

11. The contractor shall not be permitted to tender for works in the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) if his near relative is posted as an officer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the Authority or in the MOC&I, Govt. of India, New Delhi. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Authority.

12. The contractor shall give a list of AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) employees related to him.

13. No Engineer employed in Engineering or Administrative duties in Engineering Division of the Authority is allowed to work as a contractor and also an employee of contractor for a period of two years of his retirement from Authority service, without the previous permission of the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA). His contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) as aforesaid before submission of the tender or engagement in the contractor’s service.

14. The **tender for works shall remain open for acceptance for a Period of ninety days from the date of opening of tender. If any tenderer withdraws his tender before the said period or makes any modifications in terms and conditions of the tender which are not acceptable to the Authority, then the Authority shall, without prejudice to any other right, or remedy, be at liberty to forfeit the earnest money.** All rates shall be quoted on the paper form of the tender alone.

15. Tender Notice & Notice Inviting Tender shall form the part of contract document. The successful tenderer/ contractor on acceptance of his tender by the accepting authority shall sign the agreement within the stipulated date as mentioned in the work order and the contract agreement would consist of

a) The Press Notification, Tender Notice, Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the part of tender documents as issued/ downloaded by the tenderer from the websites at the time of invitation of tender and acceptance thereof together with any correspondence leading there to.

16. For composite tenders:-

16.1.1. The tenderer must associate himself with agencies of the appropriate class eligible to tender for the other components individually.

16.1.2. It will be obligatory on the part of the tenderer to sign the tender documents for all the components (The Schedule of Quantities, Conditions and Special Conditions etc.)

16.1.3. After the work is awarded, the contractor will have to enter into separate agreements for each component with the officer concerned.

16.2. The General Manager (P&A) Incharge of the major component will call tenders for the composite work. The Cost of tender documents and earnest money will be fixed with respect to combined estimated cost put to tender for the composite tender. Security deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of work. The earnest money will become part of the security deposit of the major component of work.

16.3. On acceptance of composite tender by the Competent Authority, the work order will be issued by the GM (P&A) Incharge of the major component on behalf of the Authority making it clear in the work order that the contractor will have to execute separate agreements for different components of work with the concerned officers of the respective discipline.

17. The contractor should quote the rates in figures as well as in words on the specified page number 131 of the Schedule of work. In the event of signing the tender by the tenderer in an Indian language, the percentage above or below and tendered amount in case of

percentage rate tenders and total amount in case of item rate tender should also be written in the same language. **In the case of illiterate contractors, the rates or the amounts tendered to be attested by a witness.**

18. On acceptance of the tender, the name of the accredited representative(s) of the contactor who would be responsible for taking instructions from the GM / DGM (P&A) shall be communicated by the contractor to the GM / DGM (P&A).

19. Sales Tax or any other tax on material in respect of this contract shall be payable by the contactor and AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) will not entertain any claim whatsoever in this respect. The rates quoted by the contractor should be inclusive of service tax and educational cess as promulgated by Govt. of India from time to time.

20. The tenderer, apart from being a contractor of appropriate class must associate himself with agencies of the appropriate class which are eligible to tender, for (i) Electrical (ii) Sanitary and Water Supply Installation and (iii) Horticulture.

21. The contractor shall submit list of works which are in hand (Progress) in the following form:

Name of Work	Name and Particulars of Divisions of Department/ Organisation where work is being executed	Amount of work	Position of work in Progress	Remarks
1	2	3	4	5

General Manager (P&A)
for and on behalf of AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)

AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)

(MINISTRY OF COMMERCE AND INDUSTRY, GOVT. OF INDIA)

"TENDER & CONTRACT"

PERCENTAGE RATE/ITEM RATE TENDER & CONTRACT FOR WORKS

(A) Tender for the work of

(i) To be submitted by 15.00 hours on 19.03.2012 to GM(P&A)/DGM(P&A), APEDA, New Delhi.

(ii) To be opened in presence of tenderers who may wish to be present at 15.30 hours on 19.03.2012 in the office of APEDA, New Delhi
(Refer Details in Tender Notice too)

(iii) Tenders would be opened at 3.30 p.m. on 19.03.2012.

Issued to (applicable to those tenderers who wish to purchase from the concerned GM / DGM (P&A), APEDA, New Delhi

Signature of officer issuing the documents_____

Designation_____ Date

of issue:_____

T E N D E R

I/We have read and examined the Tender Notice, Notice Inviting Tender, Schedule A, B, C, D, E & F, specifications applicable, drawings and designs , general rules and directions, conditions of contract, clauses of contract, additional/ special conditions, schedule of rate and other documents and rules referred to in the conditions of contract and all other contents in the tender documents for the work .

I/We hereby tender for execution of the work specified for the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) within the time specified in Schedule 'F', viz., Schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1 of General Rules and Directions and in clause 11 of the Conditions of Contract and with such materials as are provided for by, and in respects in accordance with such conditions so far as applicable.

We agree to keep the tender open for ninety (90) days from the due date of opening i.e. _____ and not to make any modifications in its terms and conditions.

A sum of Rs._____is hereby forwarded in the shape of Demand Draft/ Deposit at Call Receipt / Pay Order of a Schedule Bank as earnest money and cost of the tender *

If I/We, fail to commence the work specified, I/We agree that the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by the Authority towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provisions contained in Clause 12.2 and 12.3 of the tender form.

I/We hereby declare that I/We shall treat tender documents, drawings and other records connected with the work as secret / confidential documents and shall not communicate information/ derived there from to any person other than a person to whom I/We am/are authorised to communicate the same or use the information in any manner pre-judicial to the safety of the Authority.

I/We agree that should I/We fail to commence the work specified in the above Memorandum, an amount equal to the amount of earnest money mentioned in the Tender Notice and the performance guarantee shall be absolutely forfeited to the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) and same may be at the option of the Competent Authority of the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extent in terms of the said bond and in the event of deficiency out of any other money due to me/ us under this contract or otherwise.

Dated_____ Signature of Contractor
Postal Address

Witness:
Address:
Occupation:

* Cost of the tender to be deposited along with the EMD would be applicable only to those contractors who will download the tenders from the websites as mentioned in the Tender Notice.

ACCEPTANCE

The above tender (as modified by you as provided in the letters hereunder) is accepted by me for and on behalf of Authority for a sum of Rs_____ (Rupees_____) i.e._____%age above/below the estimated cost of work of Rs._____ (Rupees_____) The letters referred to below shall form part of this agreement.

a)_____
b)_____
c)_____

For & on behalf of APEDA

Dated: Signature

Designation_____

AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)
(MINISTRY OF COMMERCE AND INDUSTRY, GOVT. OF INDIA)

GENERAL RULES AND DIRECTIONS

General Rules & Directions

1. All works proposed for execution by contractor will be notified in a form of invitation to Tender Notice pasted in public places and signed by the Officer Inviting Tender or by Publication in Newspapers as well as web sites as indicated in the tender notice as the case may be.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the Security Deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from the bills. Copies of the specifications designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the Officer Inviting Tender shall also be open for inspection by the contractor at the office of Officer Inviting Tender during office hours on working days.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorising him to do so, such power of attorney to be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.

3. Receipts for payments made on account of work, when executed by a firm, must also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

Applicable for Item Rate Tenders only

4. Any person who submits a tender shall fill up the usual printed form, stating at what rates he is willing to undertake the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which Contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit separate tender for each. Tenders shall have the name and number of the work to which they refer, written on the envelope.

The rate(s) and/or amounts must be quoted in decimal coinage. Amount must be quoted in full Rupees by ignoring 50 paisa and less and considering more than 50 paisa as Rs.1.00.

Applicable for Percentage Rate Tenders only

4A In case of percentage rate tenders, tenderer shall fill up the usual printed form, stating at what percentage below / above (in figures as well as in words) the total estimated cost given in the Schedule of Quantities at Schedule ‘A’ , he will be willing to execute the work. Tenders, which propose any alteration

in the work specified in the said form of invitation of tenders, or in the time allowed for carrying out the work or which contain any other condition or any sort including conditional rebates will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tenders shall have the name and number of the works to which they refer, written on the envelopes.

5. The Officer Inviting Tender or his duly authorised assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a tender register/comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall there upon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specification and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest-money forwarded with such unaccepted tenders shall there-upon be returned to the contractor remitting the same without any interest.

6. The Officer Inviting Tenders shall have the right of rejecting all or any of the tenders.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Officer Inviting Tender and the contractor shall be responsible for seeing that he procures a receipt signed by the Officer Inviting Tender or a duly authorised cashier.

8. The memorandum of work tendered for and the schedule of materials to be supplied by the Central Warehousing Authority and their issue rates, shall be filled in and completed in the office of the Officer Inviting Tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.

9. The tenderers shall sign a declaration under the official's Secret Act, 1923, for maintaining secrecy of the tender documents, drawing or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.

Applicable for Item Rate Tender only

10. In case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below/ above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken is correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in the figures or in the words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.

Applicable for Percentage Tender only

10.A. In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy. However, if the

contractor has worked out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures, the percentage which corresponds with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of the tender is not worked out by the contractor or it does not correspond with the percentage written either in figures or in words then the percentage quoted by the contractor in words shall be taken as correct. Where the percentage quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the contractor will, unless otherwise proved be taken as correct and not the amount.

11. In the case of any tender where unit rate of any item/items appear unreaslistic, such tender will be considered as unbalanced and in case of the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

Applicable for item Rate Tender only

12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' Should be written before the figures of rupees and word 'P' after the decimal figures, e.g., 'Rs.2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

Applicable for Percentage Rate Tender only

12A. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' Should be written before the figure of rupees and word P after the decimal figures ,e.g.,'Rs.2.15 P and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end.

13. The contractor whose tender is accepted, will be required to furnish the performance guarantee as outlined in clause 1 of the clauses of the contract towards the security deposit and balance security deposit of 5% of tendered value of the work would be deducted in cash from the running accounts Bill payments as outlined in Clause 1 A.

14. On acceptance of the tender, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from the GM / DGM (P&A) shall be communicated in writing to the GM / DGM (P&A).

15. During the execution of work all taxes such as Sales-tax, purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) will not entertain any claim whatsoever in respect of the same and also the service tax and Educational Cess would also be paid by the contractor on the applicable rates as announced by Govt. of India from time to time.

16. The contractor shall give a list of officials and employees related to him and working in AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)

17. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

18. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies or appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.

19. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so , his failure will be a breach of the contract and the General Manager (P&A) may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CONDITIONS OF CONTRACT

Definitions

1. The **'Contract'** means the documents forming the tender and acceptance thereof and the formal agreement executed between the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) and the Contractor, together with the documents referred to therein including these conditions, the specification, designs, and instructions, issued from time to time by the GM / DGM (P&A) and all these documents taken together, shall be deemed to
2. form one contract and shall be complementary to one another.
   In the contract the following expression shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:

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

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

iii) The '**Contractor'** shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative or 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 or firm or company.

iv)The **Authority/ Corpn**./ **Department** means the **APEDA**

iv) The **'GM / DGM (P&A)'** means the General Manager (P&A) who shall supervise and be in charge of the work and who shall sign the contract on behalf of the APEDA.

v) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Authority on the part of the

Works in respect of which a certificate of completion has been issued or a cause solely due to faulty design of works.

vi) **Market rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.

vii) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates applicable mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.

viii) **District specifications** means the specifications followed by the State Government in the area where the work is to be executed.

ix) **Tendered value** means the value of the entire work as stipulated in the letter of award.

Scope & Performance

3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. Name of these documents shall be used for any purpose other than that of this contract.

Works to be carried out

6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule - A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of Tender

7. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors

8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

8.1 In the case of discrepancy between the Schedule of Quantities, the specifications and / or the Drawings, the following order of preference shall be observed:-

i) Description of Schedule of Quantities.
ii) Particular Specification and Special Condition, if any.
iii) Drawings
iv) C.P.W.D. Specifications
v) Indian Standard Specifications of B.I.S.

8.2. If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be deciding authority with regard to the intention of the documents and his decision shall be final and binding on the contractor.

8.3. Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Signing of Contract

9. The successful tenderer/ contractor, on acceptance of his tender by the Accepting Authority shall, within 15 days from the stipulated date of start of work sign the contract consisting of:-

i) The Press Notice, Tender Notice all the documents including drawings, if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

ii) Standard Form as mentioned in Schedule 'F' consisting of:

a) Various standard clauses with corrections upto the date stipulated in Schedule 'F' along with annexures thereto.
b) Safety Code.
c) Model Rules for the protection of health, sanitary arrangements for workers employed by APEDA or its contractors.
d) CPWD Contractor's Labour Regulations to be followed by APEDA in *Mutatis Mutandis.*
e) List of Acts and omissions for which fines can be imposed.
f) Additional conditions of contract
g) Specifications of works
h) Standard Formats from Appendix - I to XIV

CLAUSES OF CONTRACT

Performance Guarantee

CLAUSE 1.

(i) The contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 5% (Five percent) of the tendered amount in addition to other deposits mentioned in the other contract clauses to ensure performance of contract agreement, (notwithstanding and / or without prejudice to any other provisions in the contract) within 15 days of issue of letter of intent. This period can further be extended by the GM / DGM (P&A) upto a maximum period of 7 days on written request of the contractor detailing the reasons for delays in procuring the Bank Guarantee, and the decision of GM / DGM (P&A) to grant extension or otherwise shall be final. This guarantee shall be in the form of Government Securities or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto.

ii) A letter of intent shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and award letter shall be issued only after the Performance Guarantee in any of the prescribed form is received. In case of failure by the contractor to furnish the performance guarantee within the specified period. Authority shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

iii) The Performance Guarantee shall be initially valid up to the stipulated ate of completion plus defect liability period. In case the time for completion of work gets enlarged, the contractor shall get the validity of performance guarantee extended to cover such enlarged time of completion of work including defect liability period. The performance guarantee shall be returned to the contractor, without any interest in accordance with the provision of Clause 17.

iv) The GM / DGM (P&A) shall not make a claim under the Performance Guarantee except for amounts to which the Authority is entitled under the contract (notwithstanding 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 event the GM / DGM (P&A) may claim the full amount of the Performance guarantee.

(b) Failure by the contractor to pay Authority 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 GM / DGM (P&A).

c) In the event of the contract being determined or rescinded under provisions of any of the clause/ condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Authority.

Form of Performance Security Bank Guarantee Bond

In consideration of AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) (hereinafter called "The Authority") having agreed under the terms and conditions of agreement No._____Dated_____made between_____and_____(hereinafter called "the said contractor(s)") _____. For the work_____(hereinafter called "the said agreement") having agreed to production of a irrecovable Bank Guarantee for Rs._____ (Rupees_____only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement,

We_____(hereinafter referred to as "the Bank") hereby undertake to pay
(indicate the name of the Bank)
Authority an amount not exceeding Rs._____(Rupees_____only) on demand by the Authority

2. We_____do hereby undertake to pay the amounts due and payable under
(indicate the name of the Bank)
Guarantee without any demure, merely on a demand from the Authority stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____(Rupees_____only).

3. We, the said bank further undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

4. We _____further agree that the guarantee herein contained shall remain in
(indicate the name of the bank)
and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till GM / DGM (P&A) on behalf of the Authority certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.

5. We _____further agree with the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) that the
(indicate the name of the bank)
Authority shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any forbearance, act if omission on the part of the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) or any indulgence by the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) to the said contractor (s) or by any such matter or things whatsoever which under the law relating to sureties would, but for this provision, have effect of so reliving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor (s)

7. We _____ lastly undertake not to revoke this guarantee except with the
(indicate the name of the bank)
previous consent of the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) in writing.

8. This guarantee shall be valid up to _____. Unless extended on demand by Central Warehousing Authority. Notwithstanding any thing mentioned above, our liability against this guarantee is restricted to Rs._____ (Rs._____only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged
Dated the _____ date of _____ for _____
(indicate the name of bank)

Clause 1A (Deduction of Security Deposit)

"The person/persons who tender (s) may be accepted (herein after called the contractor) shall permit Authority at the time of making any payment to him for work done under the contract to deduct a sum @ 10% of the gross amount each running bill till the sums along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of work. Such deductions shall be made and held by the Authority by way of security deposit unless contractor has deposited the amount of security at the rate mentioned above in cash.

The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tender will be treated a part of the security deposit.

Note 1: Govt. papers tendered as security will be taken at 5% (five percent) below its market price or at its face value, which ever is less. The market price of Govt. papers would be ascertained by the GM / DGM (P&A) at the time of collection of interest and the amount of interest to the extent of deficiencies in value of the Govt. paper will be with held if necessary.

Note 2: Govt. security will includes all forms of security mentioned in rule No.274 of G.F. Rules except fidelity bond. This will be subject to observance of the condition mentioned under the rule against each form of security.

Note 3: Note 1 and 2 above shall be applicable for both clause 1 and 1 A.

Compensation for delay

CLAUSE 2. "If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Authority on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Chief Engineer/Superintending Engineer/Executive Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in clause 5 or that the work remains incomplete

This will also apply to items or group of items for which a separate period of completion has been specified.

Compensation For delay of Work	*@ 1.5% per month of delay to be computed on per day basis*

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

The amount of Compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the Authority. In case, the contractor does not achieve a particular milestone mentioned in schedule F or the reschedule mile stone (s) in terms of clause 5.4, the amount shown against that milestone shall be with held, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However if the contractor with the progress of work on the subsequent mile stone (s), the with held amount shall be released in case the contractor fails to make up for the delay in subsequent mile stone, amount mentioned against each mile stone missed subsequently also shall be with held. However, no interest, whatsoever shall be payable on such with held amount.

When contract to be determined

CLAUSE 3

Subject to other provisions contained in this clause the GM / DGM (P&A) may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

i) If the contractor having been given by the GM / DGM (P&A) a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

ii) If the contractor 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 / creditor to appoint a receiver or a manager or which entitles the court to make a winding up order.

iii) 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 GM / DGM (P&A) (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-charge.

iv) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.

v) If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the GM / DGM (P&A).

vi) If the contractor commits any acts mentioned in Clause 21 hereof:

vii) If the work is not started by the contractor within 1/8th of stipulated time.
When the contractor has made himself liable for action under any of the cases aforesaid, the GM / DGM (P&A) on behalf of the APEDA shall have powers:

a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission, the earnest money deposit, security deposit already recovered and performance guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Central Warehousing Authority.
b) Deleted.
c) "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 unexecuted out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work."

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

CLAUSE 3A

"In case, the work can not be started due to reasons not with in the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the earnest money deposit and the performance guarantee of the contractor shall be refunded but no payment on account of interest, loss or profit for damages etc. shall be payable at all."

Contractor liable to pay compensation even if action not taken under clause 3

CLAUSE 4 In any case in which any of the powers conferred upon the GM / DGM (P&A) by Clause 3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of GM / DGM (P&A) putting in force or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the GM / DGM (P&A) 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 GM / DGM (P&A)) all or any tools, plants, material 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 rate to be certified by GM / DGM (P&A), whose certificate thereof shall be final and binding on the contractor, clerk of the works, foreman or other authorised agent to remove such tools, plants material 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 GM / DGM (P&A) may remove them at the Contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the Certificate of the GM / DGM (P&A) as to the expense of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Time & Extension for delay

CLAUSE 5: The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 10th day or such time period as mentioned in letter of Award after the date on which the GM / DGM (P&A) issues written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and performance guarantee absolutely."

5.1 As soon as possible after the contract is concluded the Contractor shall submit a Time and Progress Chart for each milestone and get it approved from the Engineer-in-charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the date of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in schedule F.

5.2 If the work(s) be delayed by: -

i) force majeure or
ii) abnormally bad weather, or
iii) serious loss or damage by fire or
iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work or.
v) Delay on the part of other contractors or tradesmen engaged by GM / DGM (P&A) in executing work not forming part of the contract or
vi) Non-availability of stores, which are responsibility of Authority to supply or
vii) Non-availability or break down of tools and plant to be supplied or supplied by the Authority or
viii) Any other cause, which, in the absolute discretion of the authority mentioned in Schedule 'F' 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 GM / DGM (P&A) but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the GM / DGM (P&A) to proceed with the works.

5.3. Request for rescheduling of milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.

5.3 "In any such case the authority mentioned in Schedule 'F' may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the contractor by GM / DGM (P&A) in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the GM / DGM (P&A) and this shall be binding on the contractor."

Measurement of Work Done

CLAUSE 6. GM / DGM (P&A) shall, except or otherwise provided, ascertain and determine by measurement the value in accordance with the contract of work done.

All measurement of all items having financial value shall be entered in Measurement Book and / or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the GM / DGM (P&A) or his authorised representative and by the contractor or his authorised representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorised representative is not available and the work of recording measurements is suspended by the GM / DGM (P&A) or his representative, the GM / DGM (P&A) and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorised representative does not remain present at the time of such measurements after the contractor or his authorised 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 measurement, then such measurements recorded in his absence by the GM / DGM (P&A) or his representative shall be deemed to be accepted by the Contractor.

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

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

The contractor shall give not less than seven days' notice to the GM / DGM (P&A) or his authorised representative incharge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the GM / DGM (P&A) or his authorised representative Incharge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the GM / DGM (P&A)s' 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.

GM / DGM (P&A) or his authorised representative may cause either themselves or through another officer of the Authority to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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

Payment on intermediate certificate to be regarded as advances

CLAUSE 7. No payment shall be made for a work, estimated to cost rupees twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rupees twenty thousand the interim or running account bill shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of Authority in triplicate on or before the date of every month fixed for the same by the GM / DGM (P&A). The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment / adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved.

GM / DGM (P&A) shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, GM / DGM (P&A) shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by GM / DGM (P&A) certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the GM / DGM (P&A). The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the contractor to the GM / DGM (P&A) or his Asstt. Engineer together with the account of material issued by the Authority or dismantled materials, if any. In the case of works outside the headquarters of the GM / DGM (P&A) the period of ten working days will be extended to fifteen working days.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the GM / DGM (P&A) relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the GM / DGM (P&A) under the contract or any of such payments be treated as final settlement and adjustments of accounts or in any way vary or affect the contract.

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

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

Completion

Certificate and completion plans

CLAUSE 8. Within ten days of the completion of the work, the contractor shall give notice of such completion of the GM / DGM (P&A) and within three months of the receipt of such notice the GM(P&A)/ DGM(P&A) as the case may be shall inspect the work and if there is no defect in the work shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/ or (b) for which payment will be made at reduced rates, shall be issued. But no 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 shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his / their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the GM / DGM (P&A). If the contractor shall fail to comply with the requirements of this Clause as to 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 GM / DGM (P&A) may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks 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 realised by the sale thereof.

Contractor to keep Site Clean

CLAUSE 8A. When the annual repairs and maintenance of works are carried out, splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In Case the contractor fails to comply with the requirements of this clause, the GM / DGM (P&A) shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the GM / DGM (P&A) shall give ten days notice in writing to the contractor.

Completion Plans to be Submitted by the Contractor

CLAUSE 8 B The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part - I internal) 1974 and (Part-II External) 1994 as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs.15,000 (Rs. Fifteen thousand only) as may be fixed by the GM / DGM (P&A) concerned and in this respect the decision of the GM / DGM (P&A) shall be final and binding on the contractor.

Payment of Final Bill

CLAUSE 9. The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of final certificate of completion furnished by the General Manager (P&A), APEDA as the case may be, whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by GM / DGM (P&A), will, as far as possible be made within the period specified hereinunder, the period being reckoned from the date of receipt of the bill by the GM / DGM (P&A) or his authorised Asstt. Engineer, complete with account of materials issued by the Department and dismantled materials.

i) If the Tendered value of work is up to Rs.5 lakhs : 3 months

ii)If the Tendered value of work exceeds Rs.5 lakhs : 6 months

Payment of contractor's Bills to Banks

CLAUSE 9A. Payment due to the contractor may, if so desired by him be made to his bank registered financial, co-operative or thrift societies or recognised financial institutions instead of direct to him, provided that the Contractor furnishes to the GM / DGM (P&A) (1) an authorisation in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, cooperative or thrift societies or recognised financial institutions to receive payments, and (2) his own acceptance of the correctness of the account made out as being due to him by Authority or his signature on the bill or other claim preferred against Authority before settlement by the GM / DGM (P&A) of the account or claim by payment to the bank, registered financial, cooperative or thrift societies or recognised financial institutions. While the receipt given by such bank; registered financial, cooperative or thrift societies or recognised financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall, whenever possible, present his bills duly receipted and discharged through his bank, registered financial, cooperative or thrift societies or recognised financial institutions.

Nothing herein contained shall operate to create in favour of the bank; registered financial cooperative or thrift societies or recognised financial institutions any rights or equities *vis-à-vis* the Authority.

Materials Supplied by Authority

CLAUSE 10. Materials, which Authority will supply, are shown in Schedule 'B' which also stipulates quantum, place of issue and rate (s) to be charged in respect thereof. The contractor shall be bound to procure them from the GM / DGM (P&A).

As soon as the work is awarded, the contractor shall finalise the programme for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/ or schedule of quantities of the work. The Contractor shall give in writing his requirement to the GM / DGM (P&A) which shall be issued to him keeping in view the progress of work as assessed by the GM / DGM (P&A), in accordance with the agreed phased programme of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his requirement.

Such materials shall be supplied for the purpose of the contract only and value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being made to the contractor, from any sum then due or which may, therefore, become due to the contractor under the contract or otherwise or from the security deposit. At the time of submission of bills the contractor shall certify that balance of materials supplied is available at site in original good condition.

The contractor shall submit along with every running bill (on account of interim bill) material-wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the case of steel meant for reinforcement in R.C.C. works) and resulting variations and reasons therefore. GM / DGM (P&A) shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in Clause 42 at any stage of the work if reconciliation is not found to be satisfactory. It applies only in case of supply of cement, steel and any other material on fixed issue rate by the Authority. The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting, assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contract and all stores/ materials so supplied to the contractor or procured with the assistance of the Authority shall remain the absolute property of Authority and the contractor shall be the trustee of the stores/ materials, and the said stores/ materials shall not be removed/ disposed off from the site of the work on any account and shall be at all times open to inspection by the GM / DGM (P&A) or his authorised agent. Any such stores. materials remaining unused shall be returned to the GM / DGM (P&A) in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall require, but in case it is decided not to

take back the stores/ materials the contractor shall have no claim for compensation on any account of such stores/ materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/ materials.

On being required to return the stores/materials, the contractor shall hand over the stores/ materials on being paid or credited such price as the GM / DGM (P&A) shall determine, having due regard to the condition of the stores/ materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the GM / DGM (P&A) shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licences or permit and/ or for criminal breach of trust, be liable to Authority for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Authority within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 months whichever is more if the time of completion of work exceeds 12 months but if a part of the materials only has been supplied within the aforesaid period then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the GM / DGM (P&A) whose decision in this regard shall be final and binding on the contractor.

The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good/original condition at the time of completion or determination of the contract shall be returned to the GM / DGM (P&A) at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue.

Material to be provided by the Contractor

CLAUSE 10A. The contractor shall, at his own expense, provide all materials, required for the works other than those, which are stipulated, to be supplied by the Authority.

The contractor shall, at his own expense and without delay, supply to the GM / DGM (P&A) samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with

the specifications laid down or referred in the contract. The contractor shall, if requested by the GM / DGM (P&A) furnish proof, to the satisfaction of the GM / DGM (P&A) that the materials so comply. The GM / DGM (P&A) shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether the samples are approved by him or not. If samples are not approved, the contractor shall forthwith arrange to supply to the GM / DGM (P&A) for his approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the GM / DGM (P&A) shall be issued after the test results are received.

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

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

The GM / DGM (P&A) shall have full powers to require the removal form the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the GM / DGM (P&A) 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 GM / DGM (P&A) shall also have full powers to require other proper materials to be substituted thereof and in case of default the GM / DGM (P&A) may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

Secured Advance on Non-perishable Material

CLAUSE 10 B. The contractor, on signing an indenture in the form to be specified by GM / DGM (P&A) shall be entitled to be paid during the progress of the execution of the work upto 75% of the assessed value of any materials which are in the opinion of the

GM / DGM (P&A) non perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered/ deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the GM / DGM (P&A) provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the GM / DGM (P&A) shall be final and binding on the contractor in this matter. No secured advance, shall however be paid on high risk materials such as ordinary glass, sand, petrol diesel etc.

Payment on Account of Increase in Prices/ Wages due to Statutory Order(s)

CLAUSE 10 C. If after submission of the tender the price of any material incorporated in the works (not being a material supplied from the GM / DGM (P&A)'s stores in accordance with Clause 10 thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes in sales tax) and such increase exceeds 10% of the price and/or wages prevailing at the time of last stipulated date for receipt of the tender including extensions if any for the work, and the contractor thereupon necessarily and properly pays in respect of that material (incorporated in the works) such increased price and/or in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied, provided always that any increase so payable is not, in the opinion of Chief Engineer/ Superintending Engineer/ Executive Engineer (whose decision shall be final and binding on the contractor) attributable to any delay in the execution of the contract within the control of contractor.

Provided, however, no reimbursement shall be made if the increase is not more than 10% of the said prices / wages, and if so, the reimbursement shall be made only on the excess over 10% and provided further that any such increase shall not be payable if such increase has become operative under the contract or extended date of completion of the work in question.

If after submission of the tender, the price of any material incorporated in the works (not being a material supplied from the GM / DGM (P&A)'s stores in accordance with Clause 10 thereof) and/or wages of labour is decreased as a direct result of the coming into force of any such fresh law or statutory rules or order (but not due to any changes in sales

tax) and such decrease exceeds 10% of the prices and/or wages prevailing at the time of receipt of the tender for the work. The Authority shall in respect of materials incorporated in the works (not being materials supplied from the GM / DGM (P&A)'s stores in accordance with Clause 10 thereof) and/or labour engaged on the execution of the work after the date of coming into force of such law, statutory rule or order be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of materials and/or wages as they prevailed at the time of the last stipulated date for receipt of tender including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order.

The contractor shall, for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorised representative of the Authority and further shall, at the request of the GM / DGM (P&A) may require any documents so kept and such other information as the GM / DGM (P&A) may require.

"The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such material and/or wages of labour, give notice thereof to the GM / DGM (P&A) stating that the same is given pursuant to this condition together with all information relating thereto which he may be in a position to supply."

Payment due to increase / decrease in prices / wages after receipt of tender for works (time period more than 18 months)

CLAUSE 10 (CC) If the prices of materials (not being materials supplied or services rendered at fixed prices by the Authority in accordance with Clauses 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the conditions that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract. No escalation shall be paid for work executed in extended contract period even if extension of time is granted without any action under Clause 2 and also no such compensation shall be payable for a work for which the stipulated period of completion is 18 months or less. Such compensation for escalation in the prices of material and labour, when due, shall be worked out based on the following provisions:-

i. The base date of working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.

ii) The cost of work on which the escalation will be payable shall be reckoned as below:

a)	Gross value of work done upto this quarter	:	(A)
b)	Gross value of work done upto last quarter	:	(B)
c)	Gross value of work done since previous Quarter (a-b)	:	(C)
d)	Full assessed value of Secured Advance fresh Paid in this quarter	:	(D)
e)	Full assessed value of Secured Advance recovered in this quarter	:	(E)
f)	Full assessed value of Secured Advance for which escalation is payable in this quarter (d-e)	:	(F)
g)	Advance payment made during this quarter	:	(G)
h)	Advance payment recovered during this quarter	:	(H)
i)	Advance payment for which escalation is payable in this quarter (g-h)	:	(I)
j)	Extra items paid as per Clause 12 & 12A based on prevailing market rates during this quarter	:	(J)

Then $M = C \pm F \pm I - J$

$N = 0.85\ M$

k)	Less cost of material supplied by the Authority as per Clause 10 and recovered during the quarter	:	(K)
l)	Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter	:	(L)

Cost of work for which escalation is applicable:

$$\mathbf{W = N - (K + L)}$$

iii) The components of cement, steel, material, labour, P.O.L. etc. shall be predetermined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule E. The decision of the GM / DGM (P&A) in working out such percentages shall be binding on the contractor.

iv) The compensation for escalation of cement, steel, materials and P.OL. shall be worked out as per the formula given below:

(a) Adjustment for component of 'Cement'

$$Vc = W \times \frac{Xc}{100} \times \frac{C1-C1_0}{C1_0}$$

Vc:	Variation in cement cost i.e. increase or decrease in the amount in rupees to be paid or recovered.
W:	Cost of work done worked out as indicated in sub-para Iii) of Clause 10CC
Xc:	Component of cement expressed as percent of total value of work.
Cl	All India Wholesale Price Index for cement for the period under consideration as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce
Cl_0	All India Wholesale Price Index for cement as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce as valid on the last stipulated date of receipt of tenders including extension, if any.

(b) Adjustment for component of 'Steel

$$Vs = W \times \frac{Xs}{100} \times \frac{S1-S1_0}{S1_0}$$

Vs:	Variation in steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.
W:	Cost of work done worked out as indicated in sub-para (ii) of Clause 10CC
Xs:	Component of steel expressed as percent of total value of work.
Sl	All India Wholesale Price Index for steel (Bar & rods) for the period under consideration as published by the Ministry of Industrial Development, Govt. of India, New Delhi.
Sl_0	All India Wholesale Price for Steel (Bar & Rods), published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce as valid on the last stipulate date of receipt of tender including extension, if any.

(c) Adjustment for component of 'Material'

$$Vm = W \times \frac{Xm}{100} \times \frac{M1-M1_0}{M1_0}$$

VM = Variation in material cost i.e., increase or decrease in the amount in rupees to be paid or recovered.

W = Cost of work done worked out as indicated in sub para (ii) of clause 10 (cc).

Xm = Component of materials expressed as percent of the total value of work.

M1 = All India whole sale index for all commodities for the period under consideration as published by the Economic Advisor to Govt. of India , Ministry of Industry and Commerce.

MI_0 = All India wholesale price index for construction material valid on the last stipulated date of receipt of tender including extension, if any as published by the Economic Advisor to Government of India Ministry of Industry and Commerce.

(d) Adjustment for component of POL

i) $$VF = WX \frac{Z}{100} X \frac{(FI—FIo)}{FI^0}$$

VF -- variation in cost of fuel, oil and lubricant, increase or decrease in the amount in rupees to be paid or recovered.

W -- Cost of work done, worked out as indicated in sub-para (ii) of Clause 10(cc).

Z -- Component of fuel , Oil and Lubricant expressed as percent of total value of work.

F1 -- All India Whole Sale Price Index for Fuel, Oil & Lubricant for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry & Commerce, New Delhi.

$F1_0$ -- The All India Wholesale Price Index for Fuel, Oil & Lubricant valid on the last stipulated date of receipt of tender including extension if any.

v) The following principles shall be followed while working out indices mentioned in para (iv) above.

a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three month's interval. At the time of completion of the work, the last period for payment might become less than three months, depending on the actual date for completion

b) The index (MI/FI etc.) relevant to any quarter for which such compensation is paid shall be arithmetical average of the indices relevant to the three calendar months, if the period up to the date of completion after the quarter, covered by the last such instalment of payment is less than three months, the index MI and FI shall be the average of the indices for the months falling within that period.

vi) The compensation for escalation for labour shall be worked out as per the formula given below:

$$VL = W \times \frac{Y}{100} \times \frac{LI - LIo}{LIo}$$

VL = Variation in labour Cost i.e. amount of increase or decrease in Rupees to be paid or recovered.

W = Value of work done, worked out as indicated in Sub-Para (ii) above.

Y = Component of labour expressed as a percentage of the total value of the work.

LIo = Minimum daily wage in Rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extensions, if any.

LI = Minimum wage in rupees of an unskilled adult male mazdoor fixed under any law, statutory rules or order as applicable on the last day of the quarter previous to the one under consideration.

vii) The following principles will be followed while working out the compensation as per sub para vi above.

a) The minimum wage of an unskilled male mazdoor mentioned in Sub-Para (vi) above shall be higher of the wages notified by Government of India Ministry of Labour and that notified by the local administrator, both relevant to the place of work and the period of reckoning.

b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials and/or P.O.L. is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters.

c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rates for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

viii) In the event the price of material and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible form the cost of work under this contract and in this regard the formula herein before stated under this clause 10(CC) shall mutatis mutandis apply, provided that.

a) No such adjustment for the decrease in the period of materials and/or wages of labour afore mentioned would be made in case of contracts in which the stipulated period of completion of the work is eighteen months or less.

b) The GM / DGM (P&A) shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the GM / DGM (P&A) in this behalf shall be final and binding on the contractor.

ix) Provided always that the provision of the preceding clause 10(c) shall not be applicable for contracts where provisions of this clause are applicable but in cases where provisions of this clause are not applicable the provisions of clause 10(c) will become applicable.

Dismantled material - Authority Property

CLAUSE 10D. The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc., as Authority's property and such materials shall be disposed off to the best advantage of the Authority according to the instruction in writing issued by the GM / DGM (P&A)

CLAUSE 10.E. "Empty cement bags upto an extent of 90% shall have to be returned by the contractor. Empty bags returned short shall be charged at the rate of Rs. 2/- per bag"

Work to be executed in accordance with specifications drawings order, etc.

CLAUSE 11. The Contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards material and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instruction in writing in respect of the work signed by the GM / DGM (P&A) and the contractor shall be furnished free of charge one copy of the contract agreement.

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

Deviations/ Variations Extent and Pricing

CLAUSE 12 The GM / DGM (P&A) shall have power (i) to make alteration in, omissions from, additions to or substitution for, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and (ii) to omit a part of 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 work in accordance with any instructions given to him in writing signed by GM / DGM (P&A), and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

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

i) In the proportion which the additional cost of the altered, additional or substituted work bears to the original tendered value plus

ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the GM / DGM (P&A).

12.2 Deviation, Extra Item and Pricing

In the case of extra item (s) the contractor may within fifteen days of receipt of order or occurrence of the items claim rates, supported by proper analysis, for the work and Engineer-in-Charge shall within one month of receipt of claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with rates so determined.

Deviation, Substituted items, Pricing

In case of substituted items, the rate for agreement item (to be substituted) and substituted item shall also be determined in the matter as mentioned in the aforesaid para:

a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (substituted) , the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of difference between the market rates of the substituted item and the agreement item to be substituted.

b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of difference between the market rates of substituted item and the agreement item (to be substituted).

Deviation, Deviated quantities, Pricing

In case of contract items, substituted items, contract - cum- substituted items which exceeds the limit laid down in Schedule ‘F’, the contractor may within 15 days of receipt of order or occurrence of the excess claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the GM / DGM (P&A) shall within one month of receipt of claims supported by analysis after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

12.3:The provision of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule 'F' and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of receipt of the notice, revise the rates for the work in question within one month of expiry of the said period of fifteen days having regard to the market rates.

12.4:The contractor shall send to the GM / DGM (P&A) once every three months an upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the GM / DGM (P&A) which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Superintending Engineer/Executive Engineer may authorize consideration of such claims on merits.

12.5:For the purpose of operation of Schedule 'F', the following works shall be treated as works relating to foundation:

i) For buildings, compound walls plinth level or 1.2 metrers (4 feet) above ground level whichever is lower excluding items of flooring and D.P.C. but including base concrete below the floors.

ii) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs the bed of floor level.

iii) For retaining walls where floor levels is not determinate 1.2 metres above the average ground level or bed level.

iv) For Roads all items of excavation and filling including treatment of sub-base.

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

Foreclosure of contract due to Abandon-ment or Reduction in Scope of Work

CLAUSE 13. If at any time after the acceptance of the tender Authority shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the GM / DGM (P&A) shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates full amount for works executed at site and, in addition, a reasonable amount as certified by the GM / DGM (P&A) for the items hereunder mentioned which could not be utilised on the work to the full extent in view of the foreclosure.

i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office, storage accommodation and water storage tanks.

ii) Authority shall have the option to take over contractor's material or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for inAuthority in or incidental to the work) provided, however, Authority shall be bound to take over the materials or such portions thereof as the contractor doest not desire to retain. For materials taken over or to be taken over by Authority cost of such materials as detailed by GM / DGM (P&A) shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

iii) If any materials supplied by Authority are rendered surplus, the same except normal wastage shall be returned by the contractor to Authority at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to Authority stores, if so required by Authority shall be paid.

iv) Reasonable compensation for transfer of T&P from site to contractor's permanent stores or to his other works, whichever is less. If T&P are not transported to either of the said places, no cost of transportation shall be payable.

v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the GM / DGM (P&A) 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.

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the dates of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Authority as per item (ii) above. Provided always that against any payments due to the contractor on this

account or otherwise, the GM / DGM (P&A) shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Authority from the contractor under the terms of the contract.

Cancellation of contract in full or part

CLAUSE 14. If contractor:

i) at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge ; or

ii) commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the GM / DGM (P&A); or

iii) fails to complete the works or items of the work with individual dates of completion, on or before the date (s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the GM / DGM (P&A); or

iv) shall offer or give or agree to give to any person of Authority or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Authority; or

v) shall enter into a contract with Authority in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/GM / DGM (P&A); or

vi) shall obtain a contract with Authority as a result of wrong tendering or other non-bonafide methods of competitive tendering; or

vii) being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

viii) being a company, shall pass resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager; or

ix) shall suffer an execution being levied on his goods and allow it to be continues for a period of 21 days; or

x) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise part with the entire works or any portion thereof without the prior written approval of the Accepting Authority;

The Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Authority by a notice in writing to cancel the contract as a whole or only such items of work in default from the Contract.

The GM / DGM (P&A) shall on such cancellation by the Accepting Authority have powers to:

a) take possession of the site and any materials, constructional plant, implements, stores, etc, thereon; and/or

b) carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part, the GM / DGM (P&A) shall determine what amount, if any, is recoverable from the contractor for completion of the work or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by Authority. In determining the amount, credit shall be given to the contractor for the value of the work executed by him upto the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

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

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the GM / DGM (P&A) shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contractor.

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

Suspension of Work

CLAUSE 15. 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 GM / DGM (P&A) may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

a) on account of any default on the part of the contractor or;
b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
c) for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the GM / DGM (P&A).

ii) 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 of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;

b) If the total period of all such suspensions in respect of an item or group of items of work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the GM / DGM (P&A) may consider reasonable in respect of salaries and/ or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details to the GM / DGM (P&A) within fifteen days of the expiry of the period of 30 days.

iii) If the works or part thereof is suspended on the orders of the GM / DGM (P&A) for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the GM / DGM (P&A) requiring permission within fifteen days from receipt by the GM / DGM (P&A) of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Authority or where it affects whole of the works, as an abandonment of the works by Authority, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the GM / DGM (P&A). In the event of the contractor treating the suspension as an abandonment of the contract by Authority, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive inconsequence of the abandonment. He shall, however, be entitled to such compensation, as the GM / DGM (P&A) may consider reasonable, in respect of salaries and / or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the GM / DGM (P&A) within 30 days of the expiry of the period of 3 months.

Provide further, that the contractor shall not be entitled to claim any compensation from Authority for the loss suffered by him on account of delay by Authority in the supply of materials in Schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, force majeure including non-allotment of such materials by controlling authorities, acts of God, acts of enemies of the State/Country or any reasonable cause beyond the control of the Authority.

Action in case work not done as per specifications.

Clause 16 :All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the GM / DGM (P&A), his authorised subordinates in charge of the work and **all the superior officers, officer of the Vigilance Division of the Authority and Chief Technical Examiners Organisation of the Central Vigilance Commission** and the contractor shall, at all times during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. If it shall appear to the GM / DGM (P&A) or his authorised subordinates incharge of the work or to the Chief GM / DGM (P&A) or his subordinate Officer, Officer of Vigilance Division of the Authority and Chief Technical Examiners Organisation of Central Vigilance Commission that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within one year of the completion of the work from the GM / DGM (P&A) specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the GM / DGM (P&A) in is demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the GM / DGM (P&A) may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safely 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 GM / DGM (P&A) to be conveyed in writing in respect of the same will be final and binding on the contractor.

Contractor Liable for Damages, defects during maintenance period.

CLAUSE 17. If the contractor or his working people or servants shall break, deface, injure of destroy any part of building in which they may. be working, or any building, road curb, 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 any defect shrinkage or other faults appear in the work within twelve months (6 months in the case of work costing Rs. Ten Lakh and below except road work) after a certificate final or otherwise of its completion shall have been given by the General Manager (P&A) as the case may be as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon a receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or 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. The security deposit of the contractor shall not be refunded before the expiry of 12 month (6 month in case of work costing Rs. Ten lakhs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed which ever is later. Provided that in case of road work if in the opinion of the Engineer-in-charge, half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bills has been prepared and passed which ever is later.

In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

Contractor to supply tools and plant etc.

CLAUSE 18. The contractor shall provide at his own cost all material (except such special material, if any as may in accordance with the contract be supplied from the GM / DGM (P&A) stores), plant, tools, appliances, implements, 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 specification or other document forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirement of the GM / DGM (P&A) as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting of the measurement of examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the GM / DGM (P&A) at the expense of the contractor and the expenses may be deducted from any money due to the contractor, under this contract or otherwise and or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

Recovery of compensation paid to workman

CLAUSE 18A. In every case in which by virtue of the provision sub Section (1) of Section 12, of the Workman's Compensation Act, 1923, the Authority is obliged to pay compensation to a workman employed by the contractor, in execution of the works. Authority will recover from the contractor the amount of the compensation so paid; and without prejudice to the rights of the Authority under sub section (2) of section 12 of the said Act, the Authority shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Authority to the contractor whether under this contract or otherwise the Authority shall not be bound to contest any claim made against it under sub Section (1) Section 12, of the said Act, except on the written request of the contractor and upon his giving to Authority full security for all costs for which the Authority might become liable in consequence of contesting such claim.

Ensuring payment and amenities to workers if contractor fail

CLAUSE 18B. In every case in which by virtue of the provisions of the Contract labour (Regulation and Abolition) Act, 1970 and of the Contract Labour, (Regulation and Abolition) Central Rules, 1971, the Authority is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules under Clause 19H or under the CPWD Contractor's Labour Regulations, or under the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) Contractors, the Authority will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Authority under Section 20 Sub Section (2) and Section 21 Sub-section (4) of the Contract Labour (Regulation and Abolition) Act 1970 Authority shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Authority to the contractor whether under this contract or otherwise. Authority shall not be bound to contest any claim made against it under Section 20, Sub Section (1) and Section 21, sub Section (4) of the said Act except on the written request of the contractor and upon his giving to the Authority full security for all costs for which Authority might become liable in contesting such claim.

Labour Laws to be complied by the contractor

CLAUSE 19. The contractor shall obtain a valid licence under the Contract Labour (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 before the commencement of the work, and continue to have a valid licence until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition & Regulation) Act, 1986.

Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 19A. No labourer below the age of fifteen years shall be employed on the work.

Payment of wages.

CLAUSE 19B. (i) The contractor shall pay to labour employed by him either directly or through subcontractors wages not less than fair wages as defined in the C.P.W.D. 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 wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labour had been immediately employed by him.

(iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the C.P.W.D. Contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, wherever applicable.

(iv) a.) The GM / DGM (P&A) concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non observance of the Regulations.

b) Under the provision of Minimum Wages (Central) Rules 1950, the contactor is bound to allow to the labour directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default the GM / DGM (P&A) shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the GM / DGM (P&A) concerned. In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of Delhi Administration No. F 12 (162) MWO/DAB/43884-91 dated 31.12.79 as amended from time to time are inclusive of wages for the week days of rest, question of extra payment for weekly holiday would not arise.

(v) 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 Contract 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.

(vi) The contractor shall indemnify and keep indemnified Authority against payments to be made under and for the observance of the Laws aforesaid and the Central Public Work Department Contract Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

(vii) 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.

(viii) Whatever is the minimum wage for the time being or if the wage payable is higher than such wage, shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

(ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19C. In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay penalty of Rs.200 for each default and in addition the GM / DGM (P&A) shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19D. The contractor shall submit, by the 4th and 19th of every month, to the GM / DGM (P&A) a true statement showing, in respect of the second half of the preceding month and the first half to the current month respectively.

[1] the number of labourers employed by him on the work. [2]

their working hours.

[3] the wages paid to them.

[4] the accident that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and

[5] the number of female workers who have been allowed Maternity Benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Authority a sum not exceeding Rs.200 for each default or materially incorrect statement. The decision of the GM / DGM (P&A) shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

CLAUSE 19E. In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by the Authority from time to time for the protection of health and sanitary arrangements for workers employed by the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) and its contractors.

CLAUSE 19F. Leave and pay during leave shall be regulated as follows:

1. ***Leave:***

i. in case of delivery, maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day.
ii. in the case of miscarriage-upto 3 weeks from the date of miscarriage.

2. Pay :

[i] in the case of delivery—leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date on which she gives notice that she expect to be confined or at the rate of Rupee one only a day whichever is greater.

[ii] in case of miscarriage—leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date of such miscarriage.

3. Conditions far the grant of Maternity Leave :

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than 6 months immediately preceding the date on which she proceeds on leave.

4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown at Appendix I & II and the same shall be kept at the place of work.

CLAUSE 19G. In the event of the contractor(s) committing a default or breach of any of the provision of the Central Public Work Department Contractors' Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and rules which is materially incorrect, he/they shall without prejudice to any other liability, pay to the Authority a sum not exceeding Rs. 200 for every default, breach or furnishing, making submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs. 200 per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the GM / DGM (P&A) shall be final and binding on the parties.

Should it appear to the GM / DGM (P&A) that the contractor(s) is/are not properly observing and complying with the provisions of C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulations and Abolition) Act 1970 and the Contract Labour (R&A) Central Rules 1971 for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rule") the GM / DGM (P&A) shall have power to give notice in writing to the contractor(s) requiring that the said Rule be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice if the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the GM / DGM (P&A) shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved Standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the GM / DGM (P&A) shall have 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 standard, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the GM / DGM (P&A) shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19H. The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the GM / DGM (P&A).

1 (a). The minimum height of each hut at the eaves shall be 2.10 m. (7 ft) and the floor area to be provided will be at the rate of 2.7 sq. m (30 sq. ft) for each member of the worker's family staying with the labourer.

(b)The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80 mx 1.50 m (6'x5') adjacent to the hut for each family.

(c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinal being provided for women.

(d) The contractor(s) shall construct sufficient number of bathing & washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

2 (a) All the huts shall have walls of sun-dried or burnt bricks laid in mud mortar or other suitable local materials as may be approved by the GM / DGM (P&A). In case of sun-dried brick, the wall should be plastered with mud gobri on both sides. The floor may be katcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatched or any other materials as may be approved by the GM / DGM (P&A) and the contractor shall ensure that throughout the period of their occupation the roofs remain water-tight.

(b) The contractor(s) shall provide each hut with proper ventilation.

(c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.

(d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m. (20 ft) according to the availability of site with the approval of the GM / DGM (P&A). Back to back construction will be allowed.

3. Water Supply—The contractor (s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than 2 gallons of pure and whole-some water per head per day for drinking purposes and 3 gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to his/their labour camp from the existing mains wherever available and shall pay all fees and charges therefor.

4. The site selected for the camp shall be high ground, removed from jungle.

5. *Disposal of Excreta*—The contractor(s) shall make necessary arrangement for the disposal of excreta from the latrines by trenching or incineration, which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipal Committee/authority. The contractor shall provide one sweeper for every 8 seats in case of dry system.

6. *Drainage* - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.

7. The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

8. Sanitation—The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19-I. The GM / DGM (P&A) may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirement.

CLAUSE 19-J. It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorisedly during construction and to hand over the GM / DGM (P&A) vacant possession of complete building. If such building though completed, is occupied illegally, then the GM / DGM (P&A) will 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 for such delay a levy upto 5% of the tendered value of work may be imposed by the Chief Engineer whose decision shall be final both with regard to justifications and quantum and be binding on the contractor.

However, the GM / DGM (P&A) through a notice may require the contractor to remove the illegal occupation any time on or before construction and delivery.

Minimum wages Act to be complied with

CLAUSE 20 The contractor shall comply with all the provisions of the Minimum Wages Act. 1948 and Contract Labour (Regulation and Abolition) Act 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

Works not to be sublet. Action in case of insolvency.

CLAUSE 21. "The contract shall not be assigned or sublet without the written approval of the GM / DGM (P&A). And if the contractor shall assign or sublet his contract or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do, so or if any bribe, gratuity, gift loan, per-requisite, reward or advantage' pecuniary or otherwise, shall either directly or indirectly, be given promised or offered by the contractor, or any of his servants or agent to any Public officer or person in the employee of the Authority in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the GM / DGM (P&A) on behalf of the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) shall have power to adopt the course specified in clause 3 hereof in the interest of Authority and in the event of such course being adopted the consequences specified in the said Clause 3 shall ensue."

CLAUSE 22. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Authority without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

Changes in firms constitution to be intimated

CLAUSE 23. Where the contractor is a partnership firm, the previous approval in writing of the GM / DGM (P&A) shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequence shall ensure as provided in the said Clause 21.

CLAUSE 24. All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the GM / DGM (P&A) who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Settlement of disputes & Arbitration

CLAUSE 25. Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship of 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, drawing, 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 referred to the sole arbitration of the person appointed by the Managing Director, AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) at the time of dispute or if there be no Managing Director, AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA), the Administrative Head of the said AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) at the time of such appointment.

There will be no objection to any such appointment that the arbitrator so appointed is an employee/ retired employee of the Authority that he had to deal with the matters to which the contract relates and that in course of his duties as Authority employee, he had expressed views on allow any of the matters in the dispute or difference.

If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever or is heavenly abode, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director or Administrative Head of the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) as aforesaid should act as an arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.

It is a term of this contract that the party invoking arbitration shall give a list of disputes, with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the GM / DGM (P&A) that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Authority shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration subject to above, shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate only on such disputes as are referred to him by the appointing authority and give award against each dispute and claim referred to him and in all cases, the arbitrator shall give reasons and would publish the speaking award against each dispute and claim referred to him.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claim. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

Contractor to indemnify Authority against patent rights

CLAUSE 26. The contractor shall fully indemnify and keep indemnified the Authority against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against the Authority in respect of any such matter as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty at his own expense, to settle any dispute or to conduct any litigation that may arise there from. Provided that the contractor shall not be liable to indemnify the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the GM / DGM (P&A) in this behalf.

Lump sum provisions in tender

CLAUSE 27. When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates, as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the GM / DGM (P&A) payable of measurement, the GM / DGM (P&A) may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

Action where no specifications are specified

CLAUSE 28. In the case of any class of work for which there is no such specification as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per 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 GM / DGM (P&A).

Withholding and lien in respect of sums due from contractor:

CLAUSE 29(i). Whenever any claim or claims for payment of a, sum of money arises out of or under the contract or against the contractor, the GM / DGM (P&A) or Authority shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the GM / DGM (P&A) or the Authority 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 finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the GM / DGM (P&A) or the Authority shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the GM / DGM (P&A) or the Authority or any contracting person through the GM / DGM (P&A) pending finalisation of adjudication of any such claim.

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 GM / DGM (P&A) or Authority will be kept withheld or retained as such by the GM / DGM (P&A) or Authority till the claim arising out of or under the contract is determined by the Arbitrator, (if the contract is governed by the arbitration clause) or by the competent Court as the case may be, 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 GM / DGM (P&A) or the Authority 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 as the case may be, whether in his individual capacity or otherwise.

(ii). The Authority shall have the right to cause an audit and technical examination of the works and the final bill 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 the Authority to recover the same from him in the manner prescribed in sub clause (i) of this clause or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such underpayment shall be duly paid by the Authority to the contractor, with out any interest thereon whatsoever.

Provided that the Authority shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payments of any sum paid short where such payment has been agreed upon between the General Manager (P&A) on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the General Manager (P&A).

Lien in respect of claims in other contracts

CLAUSE 29A.: 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 GM / DGM (P&A) or the Authority or any other contracting person or persons through GM / DGM (P&A) against any claim of the GM / DGM (P&A) or Authority or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the GM / DGM (P&A) or Authority or with such other person or persons.

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

Employment of coal mining or controlled area labour not permissible.

CLAUSE 30. The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 k.m. (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by the contractors from area, from which import is permitted.

Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor.

The contractor shall immediately remove any labourer who may be pointed out by the GM / DGM (P&A) as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to the Authority a sum calculated at the rate of Rs. 10 per day per labourer. The certificate of the GM / DGM (P&A) about the number of coal mining or controlled area labourer and number of days for which they worked shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception of Section 74 of Indian Contract Act, 1872.

Explanation—"Controlled Area" means the following areas:

Districts of Dhanbad, Hazaribagh, Jamatra Sub-Division of Santhal Pargana, Commissionery, Districts of Bankuara, Birbhum Burdwan, (West Bengal) Districts of Bilaspur, (Chhattisgarh).

Any other area, which may be declared as 'Controlled Area' by or with the approval of the Central Government.

Unfiltered water supply

CLAUSE 31. The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions :—

(i) That the water used by the contractor(s) shall be fit for construction purposes, to the satisfaction of the GM / DGM (P&A).

(ii) The GM / DGM (P&A) shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the GM / DGM (P&A), unsatisfactory.

Department-ally water supply, if available.

CLAUSE 31 A. Water if available may be supplied to the contractor by the Authority subject to the following condition.

(i) Water charges @ 1% shall be recovered on gross amount of the work done.

(ii) The contractor(s) shall make his/their own arrangements of water connection and the laying of pipe lines from the existing mains of source of supply.

(iii) The Authority do not guarantee to maintain uninterrupted supply of water and it will be incumbent, on the contractor(s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the Authority water mains so that the progress of his/their work is not held up for want of water. No claim of damages or refund of water charges will be entertained on account of such break down.

Alternate water arrange-ments.

CLAUSE 32. (i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pumps constructed by the Authority no charge shall be recovered from the contractor on that account. The contractor shall however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The GM / DGM (P&A) shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.

(ii) The contractor shall be allowed to construct temporary wells in the Authority land for taking water for construction purposes only after he has got permission of the GM / DGM (P&A) in writing. No charges shall be recovered from the contractor on this account, but contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accident or damage caused due to the construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of work.

Return of surplus material

CLAUSE 33. Notwithstanding anything contained to the contrary in the contract, where any materials for the execution of the contract are procured with the assistance of the Authority either by issue from the Authority stocks or purchase made under orders or permits or licences issued by the Authority the contractor shall hold the said materials economically and solely for the purposes of the contract and not dispose of them without the written permission of the Authority and return, if required by the GM / DGM (P&A), all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the GM / DGM (P&A) shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charge. The decision of the GM / DGM (P&A) shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the term of the licences or permit and /or for criminal breach of trust, be liable to the Authority for all moneys, advantages or profits resulting of which in the usual course would have resulted to him by reason of such breach.

Hire of Plant and Machinery

CLAUSE 34:

(i) The contractor shall arrange at his own expense all tools, plants, machinery and equipment (herein after referred to as T & P) required for execution of the work except for the plant and machinery listed in schedule C and stipulated for issue to the contractor. If the contractor requires any item of T & P on hire from T & P available with the Authority over and above the T & P stipulated for issue, the Authority will, if such item is available, hire it to the Contractor at the rates to be agreed upon between him and the GM / DGM (P&A). In such a case all the conditions hereunder for issue of T & P shall also be applicable to such T & P as is agreed to be issued.

(ii) Plant and machinery when supplied on hire charges shown in schedule ‘C’ shall be made over and taken back at the Authority’s equipment yard/shed shown in schedule ‘C’ and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him and he shall be responsible for all damage cost to the said plant and machinery at the site of work or elsewhere in operation and other wise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The GM / DGM (P&A) shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

(iii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the Authority.

(iv) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over upto and inclusive of the date of the return in good order even though the same may not have been working for any cause except major break down due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the GM / DGM (P&A) when any plant or machinery gets out of order requiring major repairs as aforesaid. The GM / DGM (P&A) shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the break down before lunch period or major break down will be computed considering half a day break down on the date of the complaint. If the break down occurs in the post lunch period of major break down will be computed starting from the next working day. In case of any dispute under this clause, the decision of GM / DGM (P&A) shall be final and binding on the contractor.

(v)The hire charges shown above are for each day of eight hours (inclusive of one hour lunch break) or part thereof.

(vi) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, fire wood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Authority against any loss or damage caused to the plant and machinery either during transit or at site of work.

(vii) Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work, however, the GM / DGM (P&A) may, at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that case the hourly hire charges for overtime to be borne by the contractor shall be 50% more than the normal proportionate hourly charges ($1/8^{th}$ of the daily charges) subject to a minimum of half days's normal charges on any particular day. For working out hire charges for over time a period of half and hour and above will be charged as one hour and a period of less than half an hour will be ignored.

(viii) The contractor shall release the plant and machinery every seventh day for periodical servicing and / or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing/ wash out irrespective of the period employed in servicing.

(ix) The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the GM / DGM (P&A) the work or a portion of work for which the same was issued is completed.

(x) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Authority and will be countersigned by the contractor or his authorised agent daily. In case the contractor contests the correctness of the entries and / or fails to sign the Log Book, the decision of the GM / DGM (P&A) shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure).

(xi) In the case of concrete mixers, the contractors shall arrange to get the hopper cleaned and drum washed at the close of the work each day or each occasion.

a) In case rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of Authority rollers, maximum quantity of any items to be consolidated for each roller day shall also be same as in Annexure to Clause 34 (x). For less use of rollers recovery for less roller days shall be made at the stipulated issue rate.

(xii) The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The GM / DGM (P&A) shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

(xiii) The contractor will be exempted from levy of any hire charges for the number of days he is called upon in writing by the GM / DGM (P&A) to suspend execution of the work, provided Authority's plant and machinery in question have, in fact, remained idle with the contractor because of the suspension.

(xiv) In the event of the contractor not requiring any item of plant and machinery issued by Authority though not stipulated for issue in Schedule 'C' any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without, in any way, affecting the right of the GM / DGM (P&A) to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.

Conditions relating to use of asphaltic materials

CLAUSE 35

(i). The contractor undertakes to make arrangements for the supervision of the work by the firm supplying the tar or bitumen used.

(ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the GM / DGM (P&A). If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorised changes of specification and abandonment of portion of work a corresponding deduction equivalent to the cost of unused materials as determined by the GM / DGM (P&A) shall be made and the material returned to the contractors. Although the materials are hypothecated to the Authority, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the GM / DGM (P&A) in writing.

(iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

Employment of Technical Staff and employees

CLAUSE 36 Contractors Superintendence, Supervision, Technical Staff & Employees

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

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the GM / DGM (P&A) the name, qualifications, experience, age, address and other particulars along with certificates, of the principal technical representative to be in charge of the work. Such qualifications and experience shall not be lower than specified in Schedule 'F'. The GM / DGM (P&A) shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such a representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such representative according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from GM / DGM (P&A) and shall be available at site within fifteen days of start of work.

If the contractor (or any partner in case of firm/company) who himself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present, All the provisions applicable to the principal technical representative under the Clause will also be applicable in such a case to contractor or his responsible agent. The principal technical representative and /or the contractor shall on receiving reasonable notice from the Engineer-in-Charge or his designated representative(s) in charge of the work in writing or in person or otherwise present himself to the GM / DGM (P&A) and/ or at site of work, as required, to take instructions. Instructions given to the principal technical representative or the responsible agent shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and / or the

contractor or his responsible authorised agent shall be actually available at site at least two working days every week, these days shall be determined in consultation with the Engineer-in-Charge as well as fully during important stages of execution of work during recording of measurements of work and whenever so required by the GM / DGM (P&A) by a notice as aforesaid and shall also note down instructions conveyed by the GM / DGM (P&A) or his designated representative in the site order book and shall affix his signature in token of noting down the instructions and in token of acceptance of measurements. There shall be no objection if the representative/ agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the GM / DGM (P&A) and he shall be satisfied that the provisions and the purpose of this clause are fulfilled satisfactorily.

If the GM / DGM (P&A), whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery shall be effected from the contractor as specified in Schedule 'F' and the decision of the GM / DGM (P&A) as recorded in the site order book and measurement recorded in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the GM / DGM (P&A) shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative/ responsible agent along with every on account bill/ fixed bill and shall produce evidence if at any time so required by the GM / DGM (P&A).

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

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

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

Levy/Taxes payable by Contractor

CLAUSE 37

i) All taxes and duties including service tax and educational cess as applicable on the goods and services being supplied by the contractor during the execution of the work shall be paid by the contractor. Any change in the rates of taxes and duties shall be to the contractor's account.

ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Authority and does not any time become payable by the contractor to the State Government. Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Authority and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the Contractor.

Conditions for reim-bursement of levy/ taxes if levied after receipt of tenders

CLAUSE 38

i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/ levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the GM / DGM (P&A) (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by duly authorised representative of the Authority and / or the GM / DGM (P&A) and further shall furnish such other information/ document as the GM / DGM (P&A) may require from time to time.

iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, give a written notice thereof to the GM / DGM (P&A) that the same is given pursuant to this condition, together with all necessary information relating thereto.

Termination of contract on death of contractor

CLAUSE 39. Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the GM / DGM (P&A) on behalf of the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) shall have the option of terminating the contract without compensation to the contractor

If relation working in CPWD then the contractor not allowed to tender

CLAUSE 40. The contractor shall not be permitted to tender for work in the Authority (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the c(both inclusive). He shall also intimate the names of person who are working with him in any capacity or subsequently employed by him and who are near relatives to any officer in the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) or in the Ministry of Food, Consumer Affairs & Public Distribution, Govt. of India, New Delhi. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of contractors of this Authority. The contractor would also be **debarred from tendering in the Authority for five years for any breach of this condition.**

Note:—By the terms "near relative" is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in laws.

No Engineer to work as Contractor within two years of retirement

CLAUSE 41. No Engineer or other officer, employed in Engineering or administrative duties, in the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) is allowed to work as a contractor for a period of two year of his retirement from AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) service without the previous permission of the Authority. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained the permission of AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) as aforesaid, before submission of the tender or engagement in the contractor's service as the case may be.

Return of material and recovery for excess material issued

CLAUSE 42.

i) After completion of the work and also at any intermediate stage in the event of non-reconciliation of materials issued, consumed and in balance (see Clause 10), theoretical quantity of materials issued by the Authority for use in the work shall be calculated on the basis and method given hereunder:-

a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule ‘F’. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/ statement or cannot be derived from the same, shall be calculated on the basis of standard formula to be laid down by the GM / DGM (P&A).

b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorised by GM / DGM (P&A) including authorised lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameterwise, sectionwise and categoriwise separately.

c) Theoretical quantity of G.I. & C.I or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameterwise & categoriwise.

d) For any other material as per actual requirements.

ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule ‘F’. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorised variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the GM / DGM (P&A) to this effect shall be recovered at the rates specified in Schedule ‘F’, without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of GM / DGM (P&A) in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates ‘specified in Schedule ‘F’, shall be final and binding on the contractor.

For non-scheduled items, the decision of the GM / DGM (P&A) regarding theoretical quantities of materials, which should have been actually used, shall be final and binding on the contractor.

iii) The said action under this clause is without prejudice to the right of the Authority to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

Compensation during war like situations

CLAUSE 43. The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the GM / DGM (P&A) and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for in Authority in the work being damaged or destroyed in consequence of hostilities or war-like operation, the contractor shall when ordered (in writing) by the GM / DGM (P&A) to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates, in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the GM / DGM (P&A), such payments being in addition to compensation upto the value of the work, originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for the compensation shall be assessed by the General Manager (P&A) upto Rs. 5,000/- and by the Chief Engineer for higher amount. The contractor shall be paid for the damage/destruction suffered and for restoring the material at the rates based on analysis of rates tendered for in accordance with the provision of the agreement. The certificate of the GM / DGM (P&A) regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequences of hostilities or war-like operation (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officer or the GM / DGM (P&A) (b) for any materials etc, not on the site of the work or for any tools, plants, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the GM / DGM (P&A)

Apprentices Act provisions to be complied with

CLAUSE 44. The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders and issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the GM / DGM (P&A) may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Release of Security Deposit after labour clearance

CLAUSE 45 Security deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete, the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the GM / DGM (P&A). The GM / DGM (P&A), on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and / or no communication is received from the Labour Officer to this effect till six months after the date completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

Schedule showing approximate quantity of materials to be supplied by the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) under clause 10 of the Conditions of contract of work contracted to be executed and the rates at which they are to be charged for.

Particulars	Rates at which the material will be charged to the contractor	Place of delivery
	AS PER SCHEDULE 'B' ATTACHED	

Note :— The person or firm submitting the tender should see that the rates in the above schedule are filled up by the GM / DGM (P&A) on the issue of the form prior to the submission of the tender. To be filled in by the General Manager (P&A).

Contractor
Name & Seal with
Address

General Manager (P&A)
For & on behalf of APEDA

AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) (MINISTRY OF COMMERCE AND INDUSTRY, GOVT. OF INDIA)

SCHEDULE - B

LIST OF MATERIALS TO BE SUPPLIED TO THE CONTRACTORS

S.No	Description of Material	Unit	Rate in Figures & Words	Apporx. Quantity	Place of delivery	Remarks
1	2	3	4	5	6	7

Not applicable

SAFETY CODES

Safety Codes :

1. suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handhold shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1 (1/4 horizontal and 1 vertical).

2. Scaffolding or staging more than 3.6 m (12 feet) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted braced and otherwise secured at least 90 cm. (3 feet) high/above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12 feet) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitable fastened as described in (2) above.

4. Every opening in the floor of building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3 feet).

5. Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m (30 feet) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 ½”) for ladder upto and including 3 m. (10 feet) in length. For longer ladders, this width should be increased at least ¼” for each additional 30 cm. (1 feet) of length. Uniform step spacing shall not exceed 30 cm. (12”). Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. Excavation and Trenching – All trenches, 1.2 m. (four feet) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 feet) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm. (3 feet) above the surface of the ground. The side of the trenches which are 1.5 m (5 feet) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger or sides collapsing. The excavated materials shall not be placed within 1.5 m (5 feet) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

7. Demolition – Before any demolition work is commenced and also during the process of the work :-

   i) All roads and open area adjacent to the work site shall either be closed or suitable protected.

   ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

   iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the GM / DGM (P&A) should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipments by those concerned. The following safety equipment shall invariably be provided.

   i) Workers employed on mixing asphaltic materials, cement and limit mortars shall be provided with protective footwear and protective footwear and protective goggles.

   ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.

   iii) Those engaged in welding works shall be provided with welder's protective eye shields.

   iv) Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

   v) When workers are employed in sewers and manholes, which are in active use, the contractor shall ensure that the manual covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned of with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to :

a) Entry for workers in to the line shall not be allowed except under supervision of the AE or any other higher officers.
b) At least 5 to 6 manholes upstream and downstream should be kept open for atleast 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper, which changes colour in the presence of such gases and gives indication of their presence.
d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no oxygen is found inside the sewer line workers should be sent only with Oxygen Kit.
e) Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
f) The area should be barricaded or cordoned of by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
g) No smoking or open flames be allowed near the blocked manholes being cleaned.
h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The GM / DGM (P&A) may decide the time upto which a worker may be allowed to work continuously inside the manhole.
j) Gas masks with oxygen Cylinder should be kept at site for use in emergency.
k) Air blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers are recommended for ventilating the manholes. The mortar for these shall be vapour proofed and totally enclosed type. Non-sparking gas engines also could be used but they should be placed at 2 mtrs away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non-sparking tools safety lights and gas masks and potable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
p) The extent to which these precautions are to be taken depend on individual situation but the decision of the GM / DGM (P&A) regarding the steps to be taken in this regard in an individual case will be final.

vi) The contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting the following precautions should be taken.

a. No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
b. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.

c. Overalls shall be supplied by contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

9. The contractor shall not employ women and men below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:-

(i) White lead, sulphate of lead or products containing these pigments shall not be used in painting operation except in the form of paste or paint ready for use.
(ii) Measures shall be taken wherever required in order to prevent danger arising from the application of a paint in the form of spray.
(iii) Measures shall be taken wherever practicable, to prevent danger arising out from dust caused by dry rubbing down and scrapping.
(iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
(v) Overalls shall be worn by working painters during the whole of the working period.'
(vi) Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.
(vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by a medical man appointed by the competent authority of the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA).
(viii) The AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) may require when necessary a medical examination of workers.
(ix) Instructions with regards to the special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

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

11. Use of hoisting machines and shackle including their attachments, anchorage and supports shall conform to the following standards or conditions.

i. (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept repaired and in good working order.
(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

ii.Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine included any scaffolding winch or give signals to operator.

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

iv. In case of departmental machines the safe working load shall be notified by the Engineer(Elect.). As regards contractor's machines the contractors shall notify the safe working load of machine to the GM / DGM (P&A) whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

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

13. All scaffold, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

15. To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the contractors shall be upon to inspections by the Labour Officer or GM / DGM (P&A) of the department or their representatives.

16. Notwithstanding the above clauses from (1) to (15) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

Model Rules for the Protection of Health and Sanitary Arrangements for Workers Employed by AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) or its Contractors

1. ***Application:***

These rules shall apply to all buildings and construction works in charge of AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. ***Definition:***

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

3. ***First Aid Facilities:***

(1) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.

(2) The first-aid box shall be distinctly marked with red cross on white Base and shall contain the following equipment, namely:—

(a) For work places in which the number of contract labour employed does not exceed 50—

Each first aid fox shall contain the following equipment

(i) 6 small sterilised dressings.

(ii) 3 medium size sterilised dressings.

(iii) 3 large size sterilised dressings.

(iv) 3 large sterilised burn dressings.

(v) 1 (30 ml.) bottle containing a two percent alcoholic solution of iodine.

(vi) 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration Indicated on the label.

(vii) 1 snake-bite lancet.

(viii) 1 (30 gms.) bottle of potassium permanganate crystals.

(ix) 1 Pair scissors.

(x) 1 copy first-aid leaf-let issued by the Director General, Factory Advice Service and Labour Institute, Government of India.

(xi) 1 bottle containing 100 tablets (each of 5 grams) of aspirin.

(xii) Ointment for burns

(xiii) A bottle of suitable surgical antiseptic solution.

(b) For the work place in which the number of contract labour exceed 50— Each first-aid box shall contain the following equipments :—

(i) 12 small sterilised dressings

(ii) 6 Medium size sterilised dressings.

(iii) 6 large size sterilised dressings.

(iv) 6 large size sterilised burn dressings.

(v) 6 (15 gms) packets sterilised cotton wool.

(vi) 1 (60 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.

(vii) 1 (60 ml) bottle containing a two per cent alcoholic solution of iodine.

(viii) 1 role of adhesive plaster

(ix) 1 snake bite lancet.

(x) 1 (30 gms.) bottle of potassium permanganate crystals.

(xi) 1 pair of scissors.

(xii) 1 copy of the first-aid leaf-let issued by the Director General, Factory Advice Service and Labour Institute, Government of India.

(xiii) A bottle containing 100 tablets (Each of 5 grams.) of aspirin. (xiv)

Ointment of bums.

(xv) A bottle of suitable surgical antiseptic solution.

(3) Adequate arrangement shall be made for immediate recoupment of the equipment when necessary.

(4) Nothing except the prescribed contents shall be kept in the first-aid box.

(5) The First-Aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

(6) A person in charge of the First-Aid box shall be person trained in Fist-Aid treatment, in the work places where the number of the Contract labour employed is 150 or more.

(7) In work places where the number of contract labour employed is 500 or more, and hospital facilities are not available within easy distance from the work, First-Aid posts shall be established and run by a trained compounder. The Compounder shall be on duty and shall be available at all hours when the workers are at work.

(8) Where work place are situated in places which are not towns or cities, suitable motor transport shall be kept readily available to carry injured person or persons suddenly taken ill to the nearest hospital.

4. ***Drinking Water :***

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

(b) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

(c) Every water supply of storage shall be a distance of not less than 50 feet from any latrine, drain or other source of pollution. When water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door, which shall be dust and waterproof.

(d) A reliable pump shall be fitted to each covered well, the trap-door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. ***Washing Facilities :***

(i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.

(ii) Separate and adequate screening facilities shall be provided for the use of male and female workers.

(iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. ***Latrines & Urinals :***

[i] Latrines shall be provided in every work place on the following scale, namely:

[a] Where females are employed, there shall be at least one latrine for every 25 females.

[b] Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceeds 100 it shall be sufficient if there is one latrine for 25 males or females as the case may be, upto the first 100 and one for every 50 thereafter.

[ii] Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have proper door and fastenings.

[iii] Construction of latrines : The inside walls shall be constructed of masonry or some suitable heat-resisting non-absorbent materials and shall be cement washed inside and outside at least once a year. Latrines shall not be of a standard lower than bore-hole system.

[iv] (a) Where workers of both sexes are employed, there shall be display outside each block of latrine and urinal, a notice in the language understood by the majority of the workers. "For men only" or "For Women only" as the case may be

[b] The notice shall also bear the figure of a man or of a woman, as the case may be.

[v] There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, Provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereof, thereafter.

[vi] (a) The latrines and Urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

(b) Latrines and urinals other than those connected with a flush sewerage system shall comply with the requirements of the Public Health Authorities.

[vii] Water shall be provided by means of a tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.

[viii] Disposal of excreta : Unless otherwise arranged for by the local sanitary authority arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and than covering it with a layer of earth for a fortnight (when it will turn into manure).

[ix] The contractor shall, at his own expense, carry out all instructions issued to him by the GM / DGM (P&A) to effect proper disposal of night soil and other conservancy work in respect of the contractors workmen or employees on the site. The contractor shall be responsible for payment of any charges, which may be levied by Municipal or Cantonment Authority for execution of such work on his behalf.

7. *Provision of Shelter during rest :*

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

Provided that the GM / DGM (P&A) may permit, subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. ***Creches :***

(i) at every work place, at which 20 or more women workers are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bed room. The rooms shall be constructed with specifications as per clause 19-H (2) (a), (b), (c).

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

(iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and bedding in the bed room.

(iv) The contractor shall provide one Aaya attendant to look after the children in the crech when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.

(v) The use of rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9. ***Canteens :***

(i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and wherein contract labour numbering one hundred or more are ordinarily employed an adequate canteen shall be provided by the contractor for the use of such contract labour.

(ii) The canteen shall be maintained by the contractor in an efficient manner.

(iii) The canteen shall consist of at least a dining hall, kitchen, store, room, pantry and washing places separately for workers and utensil.

(iv) The canteen shall be sufficiently lighted at all times when any person has access to it.

(v) The floor shall be made of smooth and impervious material and inside walls shall be limewashed or colour washed at least once in each year.

Provided that the inside walls of the kitchen shall be lime-washed every four months.

(vi) The premises of the canteen shall be maintained in a clean and sanitary condition.

(vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

(viii) Suitable arrangements shall be made for the collection and disposal of garbage.

(ix) The dinning hall shall accommodate at a time 30 per cent of the contract labour working at a time.

(x) The floor area of the dinning hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less then one square meter (10 sq.ft.) per diner to be accommodated as prescribed in sub-rule 9.

(xi) [a] A Portion of the dining hall, and service counter shall be partitioned off and reserved for women workers in proportion to their number

[b] Washing place for women shall be separate and screen to secure privacy.

(xii) Sufficient tables, stools, chairs or benches shall be available for the number of diners to be accommodated as prescribed in the sub-rule 9.

(xiii) a [1] There shall be provided and maintained sufficient utensils, crockery, furniture and any other equipment necessary for the efficient running of the canteen.

[2] The furniture , utensils and other equipment shall be maintained in a clean and hygienic condition.

(b) [1] Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.

[2] A service counter, if provided, shall have top of smooth and impervious material.

[3] Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.

(xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.

(xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit', 'No loss' and shall be conspicuously displayed in the canteen.

(xvi) In arriving at the price of food stuffs, and other articles served in the canteen, the following items shall not be taken into consideration as expenditure, namely :--

[a] The rent of land and building.

[b] The depreciation and maintenance charges for the building and equipment provided for the canteen.

[c] The cost of purchase, repairs and replacement of equipments including furniture, crockery cutlery and utensil.

[d] The water charges and other charges incurred for lighting and ventilation.

(e) The interest and amounts spent on the provision and maintenance and equipment provided for the canteen.

(xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ***Anti-Malarial Precautions*** **:**

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the GM / DGM (P&A) including the filling up of any borrow pits which may have been dug by him.

11. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

12. ***Amendments***

Government may, from time to time, add to or amend these rules and issue such directions, it may consider necessary for the purpose of removing any difficulty, which may arise in the administration thereof.

CENTRAL PUBLIC WORKS DEPARTMENT CONTRACTORS' LABOUR REGULATIONS - THESE REGULATIONS WILL APPLY *MUTATIS-MUTANDIS* TO THE WORK OF THE AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)

1. Short Title:

These regulations may be called the "Central Public Works Department Contractors" Labour Regulations".

2. Definitions :

(i) "**Workman"** means any person employed by a Central Public Work Department or its Contractor directly or indirectly through a sub-contractor, with or without the knowledge of the Central Public Work Department to do any skilled, semi skilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person: —

(a) Who is employed mainly in a managerial or administrative capacity; or

(b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature.

(c) Who is an out worker, that is to say, a person to whom any article or materials are given out by or on behalf of the principal employer to be made up cleaned, washed, altered, ornamental finished repaired adopted or otherwise processed for sale for the purposes of the trade or business of the principal employer and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the Control and management of the principal employer. No person below the age of 14 years shall be employed to act as a workman.

(ii) **"Fair Wages"** means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act form time to time.

(iii) **"Contractors"** shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufactures through contract labour or who supplies contract labour for any work and includes a sub contractor.

(iv) **"Wages"** shall have the same meaning as defined in the payment of Wages Act.

3. (i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

(ii) When an adult worker is made to work for more than 9 hours on any day or for the more than 48 hours in any week he shall be paid overtime for the extra hours put in by him at double the ordinary rate of wages.

(iii) (a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum wages (Central) Rules 1960 as amended from time to time, irrespective of whether such worker is governed by the minimum Wage Act or not.

(b) Where the Minimum Wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

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

4. Display of Notice regarding wages, etc.

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

5. Payment of Wages:

(i) The contractor shall fixed wage periods in respect of which wages shall be payable.
(ii) No wage period shall exceed one month.

(iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand, such persons are employed shall be paid before the expiry of the seventh day and in other cases before the expiry of tenth day after the last day of wage period in respect of which the wages are payable.

(iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

(v) All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

(vi) Wages due to every worker shall be paid to him direct or to other person authorised by him in this behalf.

(vii) All wages shall be paid in current coin or currency or in both.

(viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf of permissible under the Payment of Wages Act 1956.

(ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the GM / DGM (P&A) under acknowledgement.

(x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Asstt. Engineer or any other authorised representative of the GM / DGM (P&A) who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.

(xi) The contractor shall obtain from the Asstt. Engineer or any other authorised representative of the GM / DGM (P&A) as the case may be, a certificate under his signature at the end of the entries in the "Register of wages" or the "Wage-cum-Muster Roll" as the case may be in the following form :

"Certified that the amount shown in column No. has been paid to the workman concerned in my presence on... ....at... ....."

6. ***Fines and deductions which maybe made from wages :***

(i) The wages of a worker shall be paid to him without any deductions of any kind except the following:

(a) Fines,

(b) Deductions for absence from duty i.e., from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

(c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account where such damage or loss is directly attributable to his neglect or default.

(d) Deduction for recovery of advances or for adjustment of over-payment of wages, advances granted shall be entered in a register.

(e) Any other deduction, which the Central Government/the Authority may from time to time allow.

(ii) No fines should be imposed on any worker save in respect of such acts and omission on his part as have been approved of by the Chief Labour Commissioner.

Note—An approved list of Acts and omissions for which fines can be imposed is enclosed at Appendix-I.

(iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

(iv) Total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paisa in a rupee of the total wages, payable to him in respect of that wage period.

(v) No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days from the date on which it was imposed.

(vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. Labour Records :

(i) The contractor shall maintain a "**Register of persons employed**" on work on contract in Form XIII of the CL (R & A) Central Rules 1971 (Appendix IV).

(ii) The contractor shall maintain a "**Muster Roll**" Register in respect of all workmen employed by him on the work under contract in form XVI of the CL (R & A) Rules 1971 (Appendix
V).

(iii) The contractor shall maintain a "**Wage Register**" in respect of all workmen employed by him on the work under contract in form XVII of the CL (R & A) Rules 1971 (Appendix VI).

(iv) **Register of accidents**—The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars.

[a] Full particulars of the labourers who met with accident.

[b] Rate of wages.

[c] Sex.

[d] Age.

[e] Nature of accident and cause of accident.

[f] Time and date of accident.

[g] Date and time when admitted in Hospital.

[h] Date of discharge from the Hospital.

[i] Period of treatment and result of treatment.

[j] Percentage of loss of earning capacity and disability as assessed by Medical Officer.

[k] Claim required to be paid under Workmen's Compensation Act.

[1] Date of payment of compensation.

[m] Amount paid with details of the person to whom the same was paid.

[n] Authority by whom the compensation was assessed.

[o] Remarks.

(v) Register of fines- The contractor shall maintain a "**Register of fines**" in the form XII of the CL (R & A) Rules 1971 (Appendix-XI-).

The contractor shall display in a good condition and in the conspicuous place of. work the approved list of Acts and Omission for which fines can be imposed (Appendix-X).

(vi) Register of Deductions—The contractor shall maintain "**Register of deduction for damage or loss"** in form XX of the CL (R & A) Rules 1971 (Appendix-XII).

(vii) Register of Advances—The contractor shall maintain a "**Register of Advances**" in form XXIII of the CL (R & A) 1971 (Appendix-XIII).

(viii) Register of Overtime—The contractor shall maintain a "**Register of Overtime**" in form XXIII of the CL (R & A) Rules 1971 (Appendix-XIV).

8. ***Attendance Card-cum-Wage slip*** :

(i) The contractor shall issue an **attendance card-cum-wage slip** to each workman employed by him in the specimen form at (Appendix-VII).

(ii) The card shall be valid for each wage period.

(iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work,

(iv) The card shall remain in possession of the worker during the wage period under reference.

(v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.

(vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

9. ***Employment Card*** :

The contractor shall issue an **employment Card** in Form XIV of the CL (R & A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-VIII).

10. ***Service Certificate*** :

On the termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a **service certificate** in form XV of the CL (R & A) Central Rules 1971 (Appendix-IX-).

11. ***Preservation of Labour Records*** :

All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the GM / DGM (P&A), Labour Officer or any other officers authorised by the Authority in this behalf.

12. ***Power of Labour Officers to Make Investigations or Enquiry*** :

The Labour Officer or any person authorised by the Authority on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage Clauses and the Provisions of Regulations. He shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard to such provision.

13. ***Report of Labour Officer*** :

The Labour Officer or other persons authorised as aforesaid shall submit a report of result of his Investigation or enquiry to the General Manager (P&A)concerned indicating the extent if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under clause 13 of these regulations actual payment to labour will be made by the Executive Engineer after the Chief Engineer has given his decision on such appeal.

(i) The Executive Engineer shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the Chief Engineer as the case may be.

14. ***Appeal against the decisions of Labour Officer*** :

Any person aggrieved by the decisions and recommendations of the Labour Officer or other person so authorised may appeal against such decision to the Chief Engineer within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the General Manager (P&A)concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

15. **Prohibition regarding representation through lawyer** :

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

(a) An Officer of a registered trade Union of which he is a member.

(b) An Officer of a federation of trade Unions referred to in clause (a) is affiliated.

(c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker in employed.

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

(a) An Officer of an association of employers of which he is a member.

(b) An Officer of a federation of associations of employers to which association referred to in Clause (a) is affiliated.

(c) Where the employer is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged, or by any other employer, engaged in the industry in which the employer is engaged.

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

16. ***Inspection of Books and Slips*** *:*

The contractor shall allow inspection of all the prescribed labour records to any of his worker or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorised by the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) on his behalf.

17. ***Submission of Returns*** *:*

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

18. ***Amendments*** *:*

The Central Government may, from time to time, add to or amend the regulations and on any question as to the application, interpretation of effect of those regulations. The decision of the GM / DGM (P&A) in that behalf shall be final.

APPENDIX - I

REGISTER OF MATERNITY BENEFITS [Clause 19F)

Name and Address of the contractor(s)_____

Name and Location of the work_____

Name of the employee	Father's/Husband's Name	Nature of employment	Period of actual appointment	Date on which notice of confinement given
1	2	3	4	5

Date of Delivery/ miscarriage	Date on which maternity leave commenced and ended			
	In case of delivery		In case of miscarriage	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

Leave pay paid to the employee				
In case of delivery		In case of miscarriage		Remarks
Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	
11	12	13	14	15

APPENDIX - II

SPECIMEN FORM OF THE REGISTER REGARDING MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR IN AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)

Name of the work . Name of the Contractor

1. Name of the woman and her husband's name.
2. Designation.
3. Date of appointment.
4. Date with months and years- in which she is employed.
5. Date of discharge/dismissal if any.
6. Date of production of certificates in respect of pregnancy.
7. Date on which the woman informs about the expected delivery.
8. Date of Delivery/miscarriage/'death.
9. Date of production of certificate in respect of delivery/miscarriage.
10. Date with the amount of maternity/death benefit paid in advance of expected delivery.
11. Date with the amount of subsequent payment of maternity benefit.
12. Name of the person nominated by the woman to receive the payment of the maternity benefit after her death.
13. If woman dies, the date of her death the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment
14. Signature of the contractor authenticating entries in the register.
15. Remarks columns for the use of Inspecting Officer.

Appendix 'III'

LABOUR BOARD

Name the of the work...

Name of the Contractor... ..... ……..

Address of contractor...

Name and Address of Construction Cell ...

Name of APEDA Labour Officer..……...

Address of APEDA Labour Officer

Name of labour Enforcement Officer...

Address of Labour Enforcement Officer...

Sl. No.	Category	Minimum wage fixed	Actual wage paid	Number present	Remarks

Weekly holiday... ..... ……...

Wage period ... . ……..

Date of payment of wages……...

Working hours……...

Rest interval..... ..……..

FORM XIII

[See rule 75]

Register of Workman Employed by Contractor

Name & Address of Contractor _____

Name & Address of establishment under which contract is carried on _____

Nature & location of work _____

Name & Address of Principal Empolyer_____

Sl. No. 1	Name & Surname of workman 2	Age & Sex 3	Father's/ Husband's name 4	Nature of employment/ designation 5	Permanent home Address of the workman (Village and Tehsil, Taluk and District) 6	Local address 7	Date of commencement of employment 8	Signature or thumb impression of the workman 9	Date of termination of employment 10	Reasons for termination 11	Remarks 12

Appendix 'V'

FORM XVI
[(See Rule 78 (2) (a)]
MUSTER ROLL

Name & Address of Contractor _____

Name & Address of establishment under which contract is carried on _____

Nature & location of work _____

Name & Address of Principal Employer _____For the month/fortnight_____

Sl.No.	Name of Workman	Sex	Father's/Husband's Name	Dates					Remarks
				1	2	3	4	5	
1	2	3	4	5					6

Appendix 'VI'

FORM XVII
[See Rule 78 (2) (a)]
REGISTER OF WAGE

Name & Address of Contractor _____

Name & Address of establishment under which contract is carried on _____

Nature & location of work _____

Name & Address of Principal Employer _____ Wage period : Monthly/Fortnightly_____

Sl. No.	Name of workman	Sl. No. in the register of workman	Designation /nature of work done.	No. of days worked	Unit of work done	Daily rate of wages/ piece rate	Basic wages	Dearness allowance	Overtime	Other cash payment (nature of payment to be indicated)	Total	Deduction if any (indicate nature)	Net amount paid	Signature/ Thumb impression of workman.	Initials of contractor or his representative
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Wage Card No. _____

Appendix 'VII'
(Obverse)

WAGES CARD

Name & Address of Contractor _____ Date of issue _____

Name and location of work _____ Designation _____

Name of work man _____ Month/Fortnight _____

Rate of Wages _____

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

Morning Rate

Evening Amount

Initial

Received from _____ The sum of Rs. _____on account of my wages

Signature

The Wages Card is valid for one month from the date of issue.

Appendix "VII"
(Reverse)

FORM XIX
[See Rule 78(2) (b)]

WAGE SLIP

Name & address of Contractor _____name & Father's /Husband's name of workman _____

Nature and location of work _____for the week/fortnight /Month ending _____

1. No. of days worked _____

2. No. of Units worked in case of piece rate workers _____

3. Rate of daily wages/piece rate _____

4. Amount of overtime wages _____

5. Gross wages Payable _____

6. Deduction, if any _____

7. Net Amount of wages paid _____

Initial of the Contractor or
His representative

Appendix 'VIII'

FORM XIV
[See Rule 76]
EMPLOYMENT CARD

Name & Address of Contractor_____

Name & Address of establishment in/ under which contract is carried on_____

Name of work & location of work_____

Name & Address of Principal Employer_____

1. Name of the workman_____

2. S. No. in the register of workman employed_____

3. Nature of employment/Designation_____

4. Wage rate (with particulars of unit in case of piece work)_____

5. Wages period_____

6. Tenure of Employment _____

7. Remarks :

Signature of Contractor

Appendix 'IX'

FORM XV
[See Rule 77]
SERVICE CERTIFICATE

Name & Address of Contractor _____
Nature & location of work _____
Name & Address of Workman_____
Age or date of birth_____
Identification Mark _____
Father's/Husband's name _____
Name and address of establishment in/under which contract is carried on _____
Name and address of principal employer _____

Sl. No.	Total period for which employed		Nature of work done	Rates of wage (with Particulars of Unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

Signature

Appendix 'XI'

FORM XII
[See rule 78 (2) (d)]
REGISTER OF FINES

Name & Address of Contractor _____

Name & Address of establishment in/under which contract is carried on _____

Name & location of work _____

Name & Address of Principal Employer _____

Sl. No.	Name of workman	Father's/ Husbands name	Designation/ nature of employment	Act/ Omission for which fine imposed	Date of offence	Whether workman showed cause against fime	Name of person in whose presence employee's explanation was heard	Wage periods and wages payable	Amount of fine imposed	Date on which fine realised	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Appendix 'X'

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with rule 7 (v) of C.P.W.D. Contractor's Labour Regulations to be displayed prominently at the site of work both in English and local Language.

1. Wilful insubordination or disobedience, whether alone or in combination with other.
2. Theft, fraud or dishonesty in connection with the contractors beside a business or property of AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA).
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness, fighting, riotous or disorderly or indifferent behaviour.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the Central Warehousing Authority or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age, father's name etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorised use of employers property of manufacturing or making of unauthorised articles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Authority and for which the contractors are compelled to undertaken rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorised divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money with in the premises of an establishment unless authorised by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employee during the working hours within the premises.

Appendix 'XII'

FORM XX
[See Rule 78 (2) (d)]
REGISTER OF DEDUCTION FOR DAMAGE OR LOSS

Name & Address of Contractor _____

Name & Address of establishment in/under which contract is carried on _____

Nature & Location of work _____

Name & Address of Principal Employer _____

Sl. No.	Name of workman	Father's /Husband's name	Designation/ nature of employment	Particulars of damage or loss	Date of damage or loss	Whether workman showed cause against deduction	Name of person in whose presence employee's Explanation was heard	Amount of deduction imposed	No. of instalments	Date of Recovery		Remarks
										First instalment	Last instalment	
1	2	3	4	5	6	7	8	9	10	11	12	13

Appendix 'XIII'

FORM XXII
[See Rule 78 (2) (d)]
REGISTER OF ADVANCE

Name & Address of Contractor _____

Name & Address of establishment in/under which contract is carried on _____

Nature & Location of work_____

Name & Address of Principal Employer _____

Sl. No.	Name of workman	Father's/ Husband's Name	Designation/ nature of employment.	Wage period and wages payable	Date & Amount of advance given	Purpose(s) for which advance made	No. of instalments by which advance to be paid	Date & amount of each instalment repaid	Date on which last instalment was repaid	Remarks
1	2	3	4	5	6	7	8	9	10	11

Appendix 'XIV'

FORM XXIII
[See Rule 78 (2) (e)]
REGISTER OF OVER TIME

Name & Address of Contractor _____

Name & Address of establishment in/under which contract is carried on _____

Nature & Location of work_____

Name & Address of Principal Employer _____

Sl. No. 1	Name of workman 2	Father's/ Husband's name 3	Sex 4	Designation/ Nature of employment 5	Date on which Overtime worked 6	Total over time worked or production in case of piece rated 7	Normal rate of wages 8	Overtime rate of wages 9	Overtime earnings 10	Rate on which overtime wages paid 11	Remarks 12

PROFORMA OF SCHEDULES

(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of quantities

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

S.No.	Description of item	Quantity	Rate in Figures & Words at which the material will be charged to the contror	Place of Issue
1	2	3	4	5

(As enclosed on Page No. _____of Sl. No. 4 (iv) of Index.

SCHEDULE 'C'

Tools and plants to be hired to the contractor

S.No.	Description	Hire Charges per day	Place of Issue
1	2	3	4

SCHEDULE 'D'

Extra schedule for specific requirements/ document for the work, if any.

SCHEDULE 'E'

Schedule of component of Cement, Steel, Other Materials, Labour etc. for price esclation.

CLAUSE 10 CC

Component of Cement Xc
Expressed as per cent of total value of work _____%
Component of Steel Xs
Expressed as per cent of total value of work _____%
Component of Materials Xm
Expressed as per cent of total value of work _____%
Component of Labour Y
Expressed as per cent of total value of work _____%
Component of POL Z
Expressed as per cent of total value of work _____%

SCHEDULE 'F'

Reference to General Conditions of contract.

Name of work:_ **Renovation of C&I Division, 4th Floor, APEDA, Head Office, August Kranti Marg, New Delhi**

Estimated cost of work: Rs. 13,42,320/-

Earnest Money: Rs. 40,000/-

Security Deposit a) Performance Guarantee: 5% of the tendered value

b) Security Deposit : 5% of tendered value.

GENERAL RULES: & DIRECTIONS

Officer inviting tender_____GM(P&A)_____

Maximum percentage for quantity Of items of work to be executed beyond Which rates are to be determined in Accordance with Clauses 12.2 & 12.3 See below

Definitions:

2(v)	GM / DGM (P&A)	
		2 (viii) Accepting Authority Competent Authority of APEDA
2(x)	Percentage on cost of materials and labour to cover all overheads and profits	10%
2(xi)	Standard Schedule of Rates	Market Rates
2 (xii)	Department	APEDA
9(ii)	Standard Contract Form	
Clause 2	Authority for fixing compensation under Clause 2	General Manager (P&A)
Clause 5	Time allowed for execution of work. Authority to give fair and reasonable extension of time for completion of work	General Manager (P&A)

* Strike out whichever is not applicable.

TABLE OF MILE STONES

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Sl. No.	Description of Mile Stone (Physical)	Time Allowed in days (from date of start)	Amount to be withheld in case of non-achievement of mile stone.
1	2	3	4

Or

Sl. No.	Financial Progress	Time Allowed in days (from date of start)	Amount to be withheld in case of non-achievement of mile stone.
1	2	3	4
1 2 3 4	1/8th (of the whole work) 3/8th(-do-) 3/4th (-do-) Full	1/4th (of the whole work) ½ (-do-)\ 3/4th (-do-) Full	In the event of not achieving the necessary progress as assessed from the running payments 1% of the tendered value of work will be withheld for failure of each milestone.

Clause 7	Gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment	
Clause 11	Specifications to be followed for execution of work	CPWD Specifications Vol. I, II and III of 1991-92 and Vol. IV,V & VI of 1996 for Civil Works with upto date correction slips and CPWD General Specifications for electrical work Part-I (Internal) and Part -II (External) of 1994 with upto date correction slips.
Clause 16	Competent Authority for deciding reduced rate	GM(P&A), APEDA, New Delhi
Clause 36 (i)	Minimum Qualifications & experience required for Principal Technical Representative a) For works with estimated cost put to tender more than (i) Rs. 10 Lakhs for Civil Work (ii) Rs. 5 Lakhs forElec/Mech Works	Graduate or retired AE from Govt. Department/ Public Sector / Govt. Construction Agency possessing at least recognised diploma.

b) For works with estimated cost put to tender (i) More than Rs.5 Lakhs but less than Rs.10 Lakhs for Civil Works (ii) More than Rs.1 Lakh but less than Rs.5 Lakh for Elect/Mech Works	Recognised Diploma holder
c) Discipline to which the Principal Technical Representative should belong	Civil / Elect./Mech.
d) Minimum Experience of works	_____years
e) Recovery to be effected from the contractor in the event of not fulfilling provision of Clause 36(i)	Rs.4,000/- p.m. for Graduate Rs.2,000/- for diploma holder

Clause 42

i) (a) Schedule/Statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates _____printed by C.P.W.D.

ii) Variation permissible on theoretical quantities

a) Cement for works with estimated cost put to tender nor more than Rs.5lakhs	3% plus/minus
for works with estimated cost put to tender more than Rs.5 lakhs	2% plus/minus
b) Bitumen All works	2.5% plus only & nil on minus side
c) Steel Reinforcement and structural steel sections for each diameter, section and category	2% plus/ minus
d) All other materials	Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S.No.	Description of item	Rates in figures and words at which recovery shall be made from the contractor Rate in Schedule "B" plus 10% in case materials issued by department	
		Excess beyond permissible variation	Less use beyond the permissible variation
1.	Cement		
2.	Steel reinforcement		
3.	Structural sections		
4.	Bitumen issued free		
5.	Bitumen issue at stipulated fixed price.		

NOT APPLICABLE

ANNEXURE TO CLAUSE 34 (X) SHOWING QUANTITIES OF MATERIALS FOR AREAS OF SURFACING TO BE CONSIDERED FOR WORKING OUT MINIMUM PERIOD FOR WHICH HIRE CHARGES OF ROAD ROLLER ARE TO BE RECOVERED

Sl. No.	Material of surfacing	Quantity or areas
1	Consolidation of earth sub-grade	1860 Sq.m
2	Consolidation of stone soling 15 cm to 22.5 cm thick	170 Cu.m
3	Consolidation of brick soling 10 cm to 20 cm thick	230 Cu.m
4	Consolidation of wearing coat of stone ballast 7.5 cm to 11.5 cm thick.	30 Cu.m
60 Cu.m	Consolidation of wearing coat of brick ballast 10 cm thick.	
6	Spreading and consolidation of red bajri 6 mm.	1860 Sq.m
7	Painting one coat using stone aggregate 12.5 mm nominal size-- (a) @ 1.65 cu.m per 100 sq.m and paving bitumen A-90 or S-90 @ 2.25 Kg per sq.m.	
	OR	
	(b) @ 1.50 cu.m per 100 sq.m. and bitumen emulsion or Road tar @ 225 Kg per m2	930 Sq.m
8	Painting two coats using— (a) For first coat, stone aggregate 12.5 mm nominal size	
	(i)@ 1.5 cu.m. per 100 sqm. with paving bitumen A-90 or S-90 @ 2 Kg/Sq. m.	
	OR	
	(ii) @ 1.35 cu.m. per 100 cu.m. with bitumen emulsion @ 2 Kg. /Sq. m	
	OR	
	(iii) @ 1.25 cu.m per 100 sq.m with road tar @ 2.25 Kg/Sq. m.	
	(b) For 2nd coat, stone aggregate 10mm nominal size 0.9 Cu. m. per 100 Sq. m. with— (i) 1 Kg of paving bitumen A-90 or S-90 or bitumen emulsion per Sq. m.	600 sq.m.
	OR (ii) 1.25 Kg. of road tar, per sq.m	600 sq.m.
9	Repainting with stone aggregate 10 mm nominal size 0.9 Cu. m. per 100 Sq. m. with- (a) 1 Kg. of paving bitumen A-90 or S-90 per Sq. m.	
	OR	
	(b) 1.25 Kg. of bitumen emulsion per Sq. m	1670 Sq.m
10	2 cm premix carpet surfacing using 2.4 cu.m. of stone aggregate 10 mm nominal size per 100 sq.m. and binder including tack coat, the binder being hot cut back bitumen or bitumen emulsion in specified quantities.	930 Sq.m.
11	2.5 cm premix carpet surfacing using 3.0 cu.m. of stone aggregate 10 mm nominal size per 100 sq.m. and binder including tack coat, the binder being hot cut back bitumen or bitumen emulsion in specified quantities.	930 Sq.m

NOT APPLICABLE

Sl. No.	Material of surfacing	Quantity or areas
12	4 cm thick bitumen concrete surfacing using stone aggregate 3.8 Cu. m [60% 20mm nominal size and 40% 12.5 mm nominal size] per 100 sq.m. and coarse sand 1.9 Cu. m per 100 sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen.	460 Sq.m.
13	5 cm thick bitumen concrete surfacing using stone aggregate 4.8 Cu. m [60% 25mm nominal size and 40% 20mm nominal size] per 100 sq.m. and coarse sand 2.4 Cu. m per 100 sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen.	370 Sq.m.
14	6 cm thick bitumen concrete surfacing using stone aggregate 5.8 Cu. m [60% 40mm nominal size and 40% 25mm nominal size] per 100 Sq. m and coarse sand 2.9 Cu. m per 100 Sq. m and hot cut back bitumen over a tack coat of hot cut back bitumen.	280 Sq.m.
15	7.5 cm thick bitumen concrete surfacing using stone aggregate 7.30 Cu. m [60% 50mm nominal size and 40% 40mm nominal size] per 100 Sq. m and coarse sand 3.65 Cu. m per 100 Sq. m and hot cut back bitumen over a tack coat of hot cut back bitumen.	230 Sq.m
16	2.5 cm bitumastic sheet, using stone aggregate 1.65 Cu. m [60% 12.5 mm nominal size and 40% 10mm nominal size] per 100 Sq. m and coarse sand 1.65 Cu. m per 100 Sq. m and hot cut back bitumen over a tack coat of hot cut back bitumen.	750 Sq.m.
17	4cm bitumastic sheet, using stone aggregate 2.6Cu.m [60% 12.5mm nominal size and 40% 10mm nominal size] per 100 Sq. m and coarse sand 2.5 Cu. m per 100 Sq. m and hot cut back bitumen over a tack coat of hot cut back bitumen.	560 Sq.m
18	Laying full grouted surface using stone aggregate 40mm nominal size 6.10Cu. m per 100 sq.m. with binder, binding with 20mm to 12.5mm nominal size stone grit, 1.83 Cu. m per 100 Sq. m and seal coat of binder and stone grit 10mm nominal size 1.07 Cu. m per 100 Sq. m the binder being hot bitumen or tar as specified.	460 Sq.m.
19	Laying full grouted surface using stone aggregate 50mm nominal size 9.14 Cu. m per 100 Sq. m grouting with binder, with stone grit 20 mm to 12.5 mm nominal size, 1.83 Cu. m/100 Sq. m and seal coat of binder and stone grit 10mm nominal size 1.07 Cu. m/ 100 Sq. m the binder being hot bitumen or tar as specified.	370 sq.m.
20	4 cm thick premix macadum surfacing using stone aggregate 25mm nominal size 4.57 Cu. m per 100 Sq. m and hot bitumen binding with stone aggregate 12.5mm nominal size 1.52 Cu. m per 1 00 Sq. m and seal coat of hot bitumen and stone aggregate 10mm nominal sized 1.07 Cu. m /100 Sq. m.	560 Sq.m
21	5 cm thick premix macadum surfacing with stone aggregate 25mm nominal size 6.10 Cu. m per 100 Sq. m and hot bitumen, binding with stone aggregate 12.5mm nominal size 1.52 Cu. m per 100 Sq. m and seal coat of hot bitumen and stone aggregate 10mm nominal size 1.07 Cu. m/100 Sq. m	460 Sq.m

SPECIFICATIONS FOR WORKS

1. The work shall in general, conform to the CPWD specifications for the works at Delhi 1991-92 Vol I, II, III and 1996 Vol.IV, V, VI with up to date correction slips. Should there be any difference in the particular specifications. for individual items of work and the description of the item as given in the schedule of quantities the later shall prevail. In case of items not covered by the general specifications referred to above or particular specifications attached reference shall be made to the appropriate B.I.S. code and the decision of the Chief Engineer shall be final and binding on the contractor.

2. The expression CPWD specifications for works at Delhi for 1991-96 wherever occurring in these specifications shall mean the CPWD specifications for the work at Delhi 1991-92 Vol. I, II and III and 1996 Vol. IV, V and VI with upto date correction slips if any, respectively.

4. The rates for different items of work shall be for all heights and depths, except where otherwise specified.

4. ***R.C.C. & Plain Cement Concrete work:***

a] Hard stone aggregate of different sizes shall be crushed or broken from hard stone conforming to CPWD Specification for work at Delhi subject to para 5 below. Where CPWD specifications for R.C.C. or any item or work are silent, the provisions of the Latest Code of Bureau of Indian Standard for plain and reinforced cement concrete for general building construction I.S. 456--2000. or the concerned I.S. specifications or code of practice shall apply.

b) When an R.C.C. slab or a flat is projected beyond the wall/beam line, the payment for such projected part of the R.C.C. work shall be made under the corresponding item of R.C.C. slab/flat slab. The payment for the centering and shuttering of the projected portion shall also be made under the item of centering & shuttering for the slab/ flat slab. Nothing shall be paid for the edge shuttering of the slab/flat slab project or otherwise. All exposed edges shall be finished as per specifications without extra payment.

5. Sand and hard Stone/Aggregate:

a) 20mm or down gauge broken or crushed stone aggregate wherever required shall be from NEAREST APPROVED QUARRY

b) 40mm gauge stone aggregate broken or crushed wherever required shall be from. NEAREST APPROVED QUARRY

c) SAND:-The sand used in various items of work shall generally conform to the CPWD specifications for works at Delhi 1991-92 Volume-II with UP TO DATE correction slips.

The sand used in brick masonry, concrete and R.C.C. shall have a fineness modulus of not less than 2.5 except for items otherwise specified in schedule of quantities and CPWD specifications and shall be obtained from NEAREST APPROVED QUARRY.

The sand used in items where use of 'Fine Sand' is mentioned in schedule of quantities and in all items under 'Finishing' (shall have a fineness modulus of not less than 1.0) and shall be obtained from NEAREST APPROVED QUARRY.

6. Steel Rolling Shutters.

Rolling shutters should be in general conforming to the detailed specifications In Delhi CPWD Specification 1991-92 Vol-III except for details as under:-

The shaft of rolling shutters shall be of M.S. Pipe heavy duty 40 mm. nominal bore, 48.3 mm outer dia, thickness 4.05 mm and weight of pipe shall be 4.43 Kg./metre. At least three springs made of H.T. steel grade 2 of I.S. 4454/1967of 27.5 mm. length shall be used in each shutter. The guide channels of minimum 60 mm depth shall be made of 3.15 mm thick M.S. strips Lock rail at bottom shall be of 3.15 mm thickness with M.S. angle 35 mm x 35 mm x 5 mm welded at the bottom and brackets for fixing the M.S. pipe on wall shall be of M.S. plate 3.15 mm thick. Top cover of shutters shall be made out of M.S. Plate 1-25 mm thick sliding bolt for lock rail shall be made of M.S. flats not less than 50 mm x 6 mm size at both ends with inside and outside locking arrangement. Further details if any not covered by general specifications of Delhi CPWD specifications 1991-92 Volume III and details described above shall be as per IS specifications No.6248 of 1971/revision(latest)

The contractor shall arrange one more spring than the total required number, for testing purpose. The GM / DGM (P&A) shall select at random one spring to be sent for test regarding grade of H.T. steel wire used in the springs. No extra payment shall be made for the additional spring arranged.

The rates to the quoted for supplying and fixing rolling shutter should include making necessary chases in masonry and making good the same for fixing of side guide etc.

7. Assembling and erection of the tubular cum structural steel trusses over column etc.

The drawing for different components of steel trusses, purlins, etc. including accessories will be supplied by the Authority to the contractor as he should see before quoting his rates, Before assembling the members, the contractor should remove the rust and clean them properly, straighten kinks, and form screw threads etc. for which nothing extra shall be paid. The completed truss work shall be true to the alignment to the entire satisfaction of GM / DGM (P&A). Any rectification required to get the truss work and purlins etc. to the proper alignment shall be carried out by the contractor without any extra payment. If any of the components of the tubular trusses or purlines or accessories are lost while in the custody of the contractor, the loss shall be made good by the contractor at his own cost.

For payment of assembling and erection of tubular trusses, length shall be taken as the horizontal centre to centre distance between the end supports and the width shall be measured as the horizontal centre to centre distance between the truss shoes at supports as specified in the respective item in Schedule ‘A’.

8. A.C/CG.I./ Aluminium sheet roofing shall be completely leak proof and to the entire satisfaction of the GM / DGM (P&A). The contractor shall have to provide a minimum end overlap of 20 cm. in AC/CGI sheet roofing. Measurements shall be made as relevant of CPWD specification for works in Delhi 1996 Vol. IV with up to date correction slips. A.C. sheet and ridges would be arranged by the contractor from the approved manufacturers qualifying the requirements of latest B.I.S. Code - 459.

9. Only the available sizes of A.C.C./C.G.I./ Aluminium sheets and ridges for the roofing will be issued by the Authority No. extra claim on account of any extra lapping or wastage of sheets will be entertained from the contractor.

10. The testing fee for cement concrete cubes, bricks, sand steel and other building materials, if any, shall be borne by the Authority but the cost of such samples, consumed in the testing and cartage charges from site of work to testing laboratory etc. shall be borne by the contractor and no claim on this account shall be entertained.

11. Nothing extra shall be paid for rough cutting of bricks/stones for forming gable walls tapered masonry in long walls, gable/partition walls footing etc.

12. Top of platform coping shall be given a brush finish, if required, for which no extra payment shall be made.

13. The rate for roofing includes cutting of chases in masonry walls and filling the same with cement concrete as directed by the GM / DGM (P&A) for fixing the A.C.C. sheet roof over the platform. Nothing extra shall be paid for the same.

14. The cost of supplying bitumen is included in the items of applying bitumen on Damp proof course.

15. The rate to be quoted for making plinth protection should include cost of necessary earth work in excavation/filling and disposal of earth within a lead of 50 meters as directed by the GM / DGM (P&A).

16. The rate for steel windows, ventilators etc. include cost of all the fittings complete including M.S. Oxidised stays, handles etc. and nothing extra shall be paid for the same.

17. ***Brick Masonry Wall.***

(a) All brick Masonry work as mentioned in this schedule of quantities shall be done with F.P.S. Bricks confirming to CPWD specification Vol II 1991-92 -with up to date correction slips.

(b) The 'Modular bricks' "shall only be used where use of same is specifically mentioned in the relevant items." In such cases the modular Bricks shall also conform to CPWD specifications Vol II 1991-92 with up to date correction slips

18. ***Road Work:***

(a) In addition to the provisions para 1 above, the standard specifications and code of practice for water Bound Macadam as per I.R.C : 19-1977 shall apply to all road work.

(b) The stone aggregate of Grade I, II & III as specified under the sub work of 'Roads' shall conform to IRC. : 19-1977.

Electrical Works:

Work for the external and internal electrification would be carried out in accordance with the respective CPWD Specifications - Part II 1994 (External) & Part-I 1994 (Internal) with up to date correction slips respectively and corresponding Delhi Schedule of Rate 1994 (Internal) and 1995 (External) would be followed.

ADDITIONAL CONDITIONS

1. The contractor will have to make his own arrangement for tools and plants required for the work and the Authority will not supply any tools and plants unless otherwise specified.

2. **The contractor must see the proposed site** for the work and study specifications and conditions of the tender carefully before tendering. No claim of any sort shall be entertained on account of any site condition or ignorance of specifications and conditions. In case of hindrances If any, because of telephone line, electric cables, over head lines etc. passing over the site the contractor shall be entitled for extension of time under clause 5 of the agreement. No claim of extra payment and damages of any sort shall be entertained on this account.

3. The tenderer should see the **approaches and conditions of the sites in case any approach from main road is required at site or existing approach is to be improved and maintained for cartage of building materials by tenderers the same shall be provided, improved and maintained by the successful tenderer at his own cost and nothing shall be paid for the same**.

4. The contractor shall make his programme of work in consultation with the GM / DGM (P&A) keeping in view the availability of materials and unavoidable hindrance. No claim whatsoever will be entertained due to delay on this account.

5. The contractor shall quote his rate taking into account the restrictions, if any, on entry/exist of vehicles and labour to/from the site of work as laid down by AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) authorities. No claim or compensation on this account shall be entertained from the contractor.

6. The contractor shall consult the GM / DGM (P&A) in writing regarding collection and stacking of materials required for the work. He should not stack materials at any places other than those approved by the GM / DGM (P&A). No excavated earth or building material shall be stacked on area where other buildings roads; services or compound wall are to be constructed.

7. Royalty at prevalent rates shall have to be paid by the contractor on all the boulders, metal shingle sand, earth and bajri etc. selected by him for the execution of the work direct to the concerned authorities. **In case of any demand is raised by the authority concerned for producing the receipt of royalties paid on such materials then contractor would be bound to produce the same receipts to the authorities concerned and get a no dues clearance certificate from him. As required by the General Manager (P&A) concerned, same no dues clearance certificate from the authorities concerned would necessarily be produced by the contractor to him.** No claim for extra payment on this account will be admissible.

8. The contractor must take all precautions to avoid accidents by exhibiting day and night necessary caution boards, speed limit boards, red flags and red lights and providing barriers. He shall be responsible for all damage and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during execution of work.

9. Any damage done by the contractor or his work-men to any existing work during the course of execution of the work, tendered for, shall be made good by him at his own cost.

10. The contractor shall maintain in good condition all work executed till the completion of entire work allotted to the contractor.

11. No compensation will be payable to the contractor for any damage caused by rains windstorm or floods during execution of work. He should make good all such damages at his own cost and no claim on this account will be entertained. The contractor shall bail out rain water collected during execution of work from the excavated trenches at his own cost. Nothing extra shall be payable on this account.

12. The contactor shall clean the site thoroughly of all rubbish etc. left out of his materials on completion of the work and roughly dress the site around the building line to the satisfaction of the GM / DGM (P&A).

13. Material obtained from the dismantlement:

The contractors, in the course of their own work should understand that all materials e.g.
stone and other materials obtained in the work of dismantling, excavation etc. will be considered
AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) property and issued to the contractor (if they require the same for use in the work) at rates approved by the General Manager (P&A) as the case may be.

14. Income tax as well as works contract tax or any other tax/ levy as applicable by the Central / State Govt. shall be recovered on the gross amount of each bills

15. Octroi, Terminal Taxes, Service Tax along with Education Cell, if payable will be borne by the contractors.

16. The work shall be carried out in a manner complying in all respects with the requirements of prevalent byelaws of the local Municipality/Municipal Authority.

17. It shall be obligatory for the contractors to submit purchase vouchers for the bitumen, steel meant for reinforcement for R.C.C. work along with the Test Certificate and paint brought at site for use in the work pertaining to the items incorporated in the contract. It may be noted that no payments shall be released for the items incorporated in the work if the purchase vouchers for the above items brought at site by the contractors are not produced

CONDITIONS FOR ISSUE OF MATERIALS

1. The materials will be issued to the contractor at the place of delivery as mentioned in the Schedule of Materials. If these are delivered at any other site, the difference in cartage will be adjusted under clause 12 of the contract.

The contractor shall have to cart at his own cost the departmental materials to be issued on issue rates from place of issue to the site of works as these are issued. The Materials would be issued during the working hours and as per rules of the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) as framed from time to time.

2. The contractor shall be fully responsible for the safe custody of or damage of materials issued to him even if the materials under double lock system as per para 6 below.

3. The materials contemplated to be issued will be issued in available sizes and lengths and the con tractor(s) shall bear the cost of cutting and shaping according to the requirements of the work and wastage on account of the same. No claim shall be entertained in this connection.

4. Cement bags shall be stacked by the Contractor in separate godowns constructed by him having weather proof, root floors, walls and on a proper floor consisting of the layers of dry bricks or stone slabs laid on wall consolidated earth at the level of at least 0.30 meter above ground level. These stacks shall be in rows of two bags deep and ten bags high with minimum of 0.60 meter clear space alround. The bags shall be placed horizontally continuous in each line as shown in accompanying sketch on page_____.

5. The size of the cement godown indicated in the sketch is only for the guidance and the actual size of the godown shall be constructed as per site requirements and approval of GM / DGM (P&A) and nothing extra will be paid for the same. Cement will be issued in quantities covering requirement of two or three months at a time proportionate to stipulated quantity and time of completion. Contractor will be responsible for shortage upto this quantity at his own cost in his own or hired cement godown.

6. Cement shall be kept under double lock system in godown fixed with the door. The key of one lock shall remain with the representative of the GM / DGM (P&A) at the site of work and that of the other with the contractor or his authorised agent. Day to day receipts and issue accounts of cement shall be maintained in the prescribed register and signed by the contractor or his authorised agent.

7. The contractor shall construct suitable godown at the site or work for storing the materials safe against damage by sun, rain dampness, fire, theft etc. at this own cost and also employ necessary watch and ward establishment for the purpose at his own cost. Material to be charged directly to work and stipulated place of issue free of cost shall also be issued to the contractor as soon as it is received at site or stipulated place of issue and provisions of this clause will equally and fully be applicable to the same.

8. After the completion of work actual quantity of A.C./C.G.I. sheets and A.C./C.G.I. Ridges and other A.C./ C.G.I, materials and on the work shall be counted and variation upto 5% above this quantity shall be allowed as breakage and wastage for which recovery shall be made at the stipulated rates. Any quantity beyond the permissible variations shall be recovered at double the stipulated issue rate.

9. The incidental charges of any kind whatsoever. Including cartage, storage, cutting and wastage etc. shall be borne exclusively by the contractor and nothing extra shall be paid to him on this account.

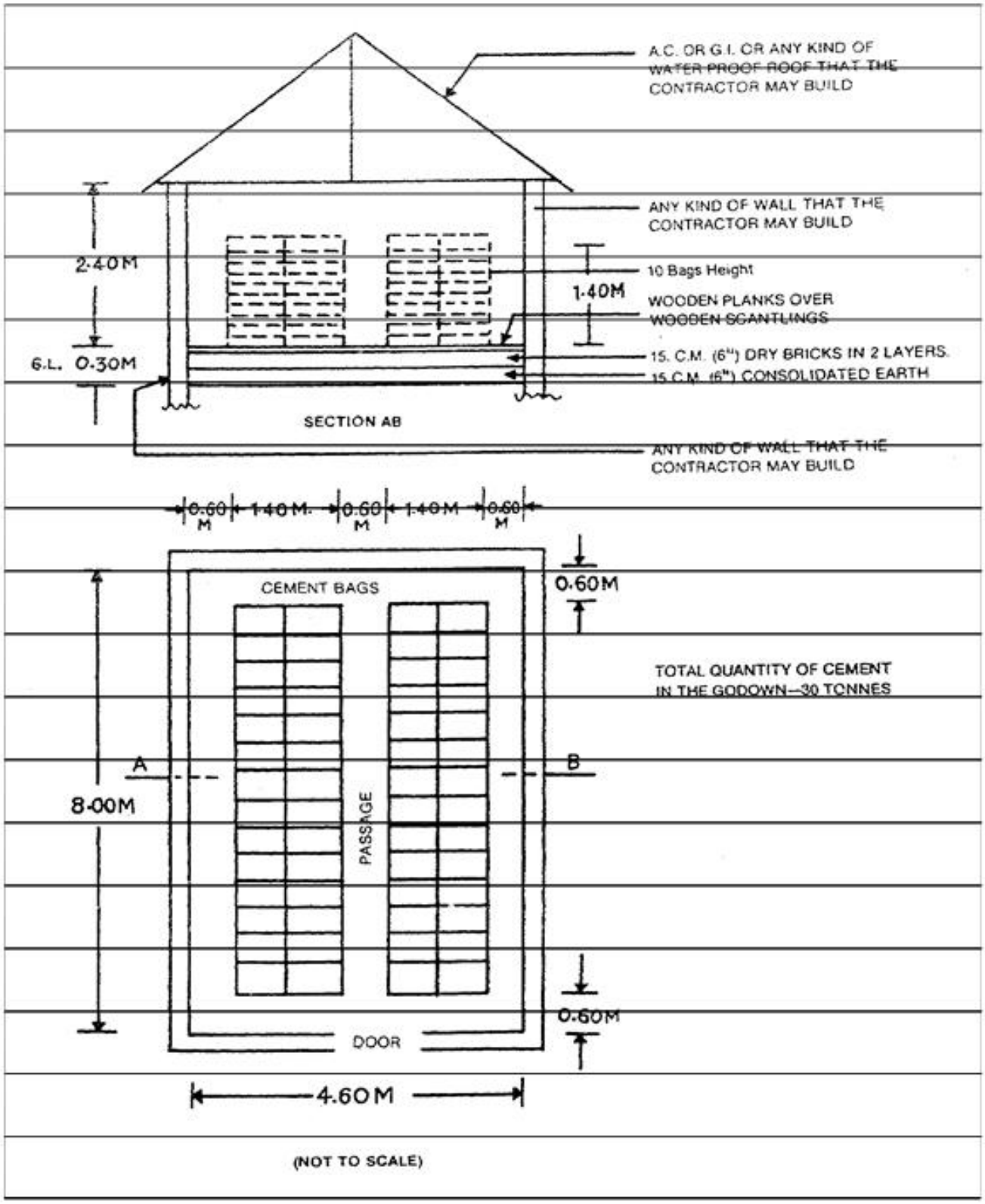
CONDITIONS FOR ISSUE/USE OF BRICKS

After completion of the work the theoretical quantity of bricks to be used on the work shall be calculated on the basis given below. Over this theoretical quantity a variation of 5% shall be allowed for wastage due to breakage for which a separate account would be maintained by the GM / DGM (P&A). Statement showing quantities of bricks to be used in different items of work :--

S. No.	Description of item of work	Unit	Number of bricks of size 22.9cm x 11.3 cm x 7.0 cm required
1	Brick work in foundation plinth, superstructure etc.	Cubic Meter	494 Nos.
2	Half brick masonry	Ten Sq. metre	565 Nos.
3	Extra for brick in circular pillars	Cubic metre	141 Nos.
4	Extra for brick work curved on plan upto a mean radius not exceeding 6 metres	Cubic metre	36 Nos.
5	Extra for making tapered surface	Sq. metre	19 Nos.
6	Brick work 3" thick in walls and partitions	Ten Sq. metre	377 Nos.
7	Brick on edge flooring in cement mortar	Ten Sq. metre	565 Nos.
8	Dry Flat brick flooring 3" thick	Ten Sq. metre	410 Nos
9	7.6 cm thick brick drip course	Ten Metre	43 Nos.
10	Brick edging in full brick width and half brick depth	Ten metre	118 Nos.
11	Brick edging length wise with half brick depth	Ten metre	49 Nos.
12	Dry brick pitching half brick thick in drain etc.	Ten Sq. metre	646 Nos.
13	Dry brick flooring on edge	Ten Sq. metre	646 Nos.
14	Brick flooring in cement mortar (Brick flat 3" thick)	Ten Sq. metre	377 Nos.
15	Brick masonry chamber	Each	40 Nos.
	a) 30 x 30 x 50 cm	Each	240 Nos.
	b) 60x60x75 cm		

Note: For any other item of brick work not covered up in the above statement, the GM / DGM (P&A) shall decide the theoretical quantity of bricks required for such items and his decision shall be final.

SKETCH OF
TYPICAL CEMENT GODOWN AT THE SITE OF WORK



PROFORMA FOR THE CEMENT REGISTER

Date of receipt	Particulars of receipt		Date of issue	Particulars of issue			Total issues	Daily balance in hand	Contractor's initials	SO's initial	AE's/EE's Periodical check
	Quantity receipt	Progressive total		Qty. issued	Item of work for which issued	Qty. returned at the end of the day					
1	2	3	4	5	6	7	8	9	10	11	12

AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) (MINISTRY OF COMMERCE AND INDUSTRY, GOVT. OF INDIA)

Agreement for Item / Percentage Rates for works

This Agreement for execution of work executed at_____ this day of the _____200 by the Agricultural and Processed Food Products Export Development Authority, New Delhi- 16 established under APEDA Authority Act,1962 (hereinafter called 'the' Authority) and M/S _____a partnership firm from consisting of partners namely (i)_____ (ii)_____ (iii)_____/company registered under companies Act/individual carrying on business in the name and style of _____(hereinunder called "contractor" which term shall ean and include unless repugnant to the context his/ their executors. Administrators, legal and personal representatives Witnesseth as follows:

WHEREAS the Authority requires _____to be constructed at _____and whereas the contractor has agreed to execute the items of work Section as per General Conditions of Contract and Schedule of Work attached.

AND WHEREAS the contractor having agreed to execute the above referred items of works/
Section it is hereby agreed that the terms and conditions of the contract as enumerated in General Conditions of Contract (Broad Heading of which are given in the Index thereto) item of works/ section as per Schedule of work, the work order issued and specification of the CPWD for the time being enforce shall form and integral part sole repository of the terms and conditions of this contract.

In witness where of the aforementioned parties to the contract have affixes their signatures.

Contractor Witness & address	For and on behalf of the Authority Witness & address
1. Dt.	1. Dt.
2. Dt.	2. Dt.

D E S I G N C O N S O R T I U M
Architects, Interior Designers, Project Managers
A-177, Sector-31, NOIDA-201 301
Ph: 98100 06573, 20311365 E-Mail: dezcons@gmail.com

Subject: Renovation of Reception area on 4th Floor, APEDA, Head Office, August Kranti Marg, New Delhi

Schedule of Quantities

S N	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
01.	P/F Wooden Partition including IInd Class Teak wood framework of 45mmx 45mm section @ 600mm C/C cross-sections and paneling with ISI branded 9 mm thick Plywood and finishing with 1mm th Mica Lamination of Merino/ Kit Vista/ Green Lam/ Sunmica make to match the finish of the existing adjacent Partition, and as per direction of the Engg.- in-charge.	20.00	SqM	4300/-	86,000/-
02.	P/F Door Frame of Ist Class Teak Wood & Finishing with PU Machine Polish to match the finish of existing adjacent Door Frame Section as per the directions of the Engineer-in-Charge.	0.05	CuM	95,000/-	4750/-
03.	P/F 35mm th ISI marked flush door shutters conforming to IS :2202 **decorative type** core board constructions with frame of 1st class hard wood and well matched commercial ply veneering with vertical grains or cross grains and face veneered on both faces of shutters including ISI marked 6′ stainless steel butt hinges 3 Nos with necessary screws, Godrej Mortice Lock, S.S. Handle, Door Closer, Door Stopper etc complete as per the directions of the Engineer-in-Charge.	4.00	SqM	1915/-	7660/-
04.	P/A 2 or more coats of Plastic Emulsion Paint of premium range & shade on Wall & Ceiling surfaces with to give an even shade. This shall also include preparation of the base by the means of repairing with Plaster of Paris, Wall Putty etc as per the instructions of the Engineer-in-Charge.	87.00	SqM	140/-	12180/-

05.	Providing and fixing at all heights false ceiling of 12.5 mm thick tapered edge gypsum board conforming to IS : 2095 including P/F of frame work made of special sections power pressed from MS sheet and galvanized in accordance with Zinc coating 600 as per IS : 277 and clips of 10.5 mm at 450 mm centre to centre shall be fixed in direction perpendicular to GI channel with connecting clips made out of 2.6mm dia X 230mm long GI wire at every junction including fixing the Gypsum board with ceiling section and perimeter channel 0.5mm thick 27mm high having flanges of 20mm and 30mm long, The perimeter of ceiling fixed to wall/ partition with the help of rawl plugs at 450 mm centre to centre with 25 mm long drive all screws @ 230mm interval including jointing and fixing to a flash finish of tapered and square edges of Gypsum board with recommended filler, paper tapes etc complete as per the instructions of the Engineer-in-Charge.	34.00	SqM	900/-	30,600/-
06.	P/F False Ceiling Central Member of 10mm th Samsung Staron Solid Surface hung from the RCC Roof Slab using Stainless Steel Wires and/ or Studs at the desired height as per the Design.	7.60	SqM	4500/-	34200/-
07.	P/F Wall Panels of 10mm th Samsung Staron Solid Surface anchored to the Walls using Stainless Steel Studs at the desired height as per the Design.	3.00	SqM	4500/-	13,500/-
08.	**Work Stations - 6 Seating** **(Vinar/ Geeken/ Supereq Furnishing Systems or equitant make)**				
	P/S Work surface made of 25mm thick post formed particle board with 1mm decorative laminate on top of Novopan make & balancing laminate on unexposed face and having all exposed edges sealed with PVC edge bending tape of not less than 2mm th. The worktop shall be supported with cantilever brackets made of MS steel duly powder coated of Hettich/ Ebco make. Work surface shall be provided with wire manager of 65 mm dia to carry wires from the bottom complete as per salient features, specification, drawing & directions of the Engineer-In-Charge.				
a.	1500x1500x600mm	2	Nos	4500/-	9000/-
b.	1200x600	2	Nos	2500/-	5000/-
c.	900x600	2	Nos	1500/-	3000/-
09.	P/S 43mm thick (18mm thick Prelam PVC Edge banded Work-top, 25mm Dico Paint MDF) Work top, supported both ends by 100mm th laminated (MDF) Square Leg. Hardware of ISI standards. & directions of the Engineer-In-Charge. Table W1800 X D750 X H750mm	1	No	8500/-	8500/-

10.	**Key Board Tray (Vinar/ Geeken/ Supereq Furnishing Systems or equitant make)**				
	Providing and fixing metallic key board tray of minimum size 510 x 350 x 55 mm made up of CRCA sheet, 1mm thick, powder coated with minimum powder coating of 45 microns in desired shade of approved brand and manufacture fitted below work top by means of ball bearing with telescopic slide of desired size complete of Hettich/ Ebco make as per the directions of Engineer-in-charge.	7	Nos	850/-	5950/-
11.	**3 Drawer Pedestal (Vinar/ Geeken/ Supereq Furnishing Systems or equitant make)**				
	Providing & fixing Drawer pedestal unit made up of CRCA steel duly powder coated of thickness 22 SWG having two drawers & one filing drawer, duly powder coated and drawer running on telescopic channels full extension & with central lock duly powder coated of Hettich/ Ebco make as per the Drawings.	7	Nos	6000/-	42000/-
12.	**CPU Trolley (Vinar/ Geeken/ Supereq Furnishing Systems or equitant make)**				
	Providing & fixing CPU trolley made of size 220 x 250 x 250mm having adjustable width and lockable castors at base, made of 1.6 mm thick complete as per salient technical features, specifications, drawings and directions of the Engineer-in-Charge.	7	Nos	850/-	5950/-
13.	**Modular Partition System (Vinar/ Geeken/ Supereq Furnishing Systems or equitant make)**				
	(Combination of V60 & V32)				
	It shall be an aluminum panel based partition systems with 1.6mm Aluminum section. These shall not be grouted in the Floors and shall be an assembly of the following parts:				
	Levellers: Each frame shall be provided with two 8-15mm leveling bolts which allow for 25mm adjustment for floor unevenness.				
	Frames: Frames shall form the basic support structure for all other components. The main vertical member of the frame bearing the load of brackets and storages shall be made of 1.5 mm CRCA steel. The horizontal member shall be made of 1.0mm CRCA steel. The thickness of the frame shall be 35-45 mm. Each individual module shall not be more than 1200mm in length. The frame shall also have prefabricated slots for fixing brackets used to support worktops. Overhead hampers, gable ends etc. all the verticals & horizontal frames shall be fixed with nut & bolts and shall not be welded.				

	Skirting: The frame shall have a skirting of 100-150mm height. The skirting shall be designed so that switches can be provided at the skirting level. The skirting shall be snap fitted on both sides with skirting plates made of 0.8mm thick CRCA steel. Wherever switches are provided on the skirting plates shall have the necessary slots.				
	Post / Covers: The frames shall be connected at the junctions by Aluminium connectors. The post shall be made of Aluminium extrusions of minimum 1.2mm thickness.				
	Trims: The exposed vertical and horizontal faces of the frames shall be snap fitted with cover trims. The trims shall be made of Aluminum extrusions of minimum 1.2mm thickness of 65 to 70mm width.				
	Wire Management: Partition system shall have concealed wire management capabilities to meet requirement and technical specifications and shall be engineered for responsive and fire safe operations of power, telecommunications and data (LAN) and shall have the provision for raceway at bottom and middle level.				
	Tile Finish: The partition shall have tiles made up of laminate / fabric/ white board as per direction of engineer-in charge with the following details.				
	Laminated Tiles: - The laminated tiles shall be made of min 9mm pre laminate PLPB with decorative laminate on one side and balancing lamination of other side.				
	Fabric Tiles: - The fabric tiles shall be made of min. 9mm softboard inside & covered with fabric pasted on them by PVA glue. It should be possible to replace the fabric by peeling it off.				
	White Board Tiles: These shall be of the White Board reusable material as per the directions of the Engineer-in-Charge.				
	Magnetic Tiles: These shall be MS Sheet Tiles, covered with Cloth of desired shade & make, so as to provide attractive surface for the Magnetic Coins to hold Paper Documents.				
	V-60 (60mm Th)				
a.	Partition W1500 x H1200	4	Nos	6500/-	26000/-
b.	Partition W11200 x H1200	2	Nos	6600/-	13,200/-
c.	Partition W900 x H1200	2	Nos	5000/-	10,000/-
	V-32 (32mm Thick)				
a.	Partition W600 x H1200	5	Nos	3500/-	17,500/-
	Top Connectors- Partitions				
a.	(T) Connection	5	Nos	565/-	2825/-
b.	(L) Connection	2	Nos	495/-	990/-
c.	(End) Connection	2	Nos	65/-	130/-

14.	**Over Head Storage Units**				
	Providing & fixing of Storage unit of 900mm - 1200mm height x 450mm depth having top made of 25mm thick post-formed particle board flat pressed three layered medium density grade-II confirming to IS:3087 and understructure made of 18mm thick pre-laminated particle board three layered medium density grade-II type II confirming to IS:12823 having two openable shutters. All exposed edges of PLPB shall be sealed with PVC edge bending tape. The unit shall have proper locking arrangement with duplicate keys.	5.7	SqM	9000/-	51,300/-
15.	P/S **Reception Counter** with structure of 19mm thick ISI Commercial Board with 1mm th Mica Lamination of Merino/Greenlam/sunmica desired shade & make. The Front Panel, Top Surfaces shall be 10mm th Samsung Staron Solid Surface of desired shade. The Entire Structure shall be supported on Stainless Steel Legs as per the Drawing and Design & to the satisfaction of the Engineer-in-Charge.	1	No	29500/-	29,500/-
16.	**Staff Chairs**- Premium Range- Medium Back PP Arms, PP Base, Gas Lift, PU Leatherette Tapestry, Mechanism- Swivel Tilt Geeken- Model No-306	10	Nos	5000/-	50,000/-
17.	P/F fixing 100mm wide **vertical blinds** of Vista Levelor (Classic range) with louvers, head rails, carriers, control box, installation brackets and other hardware as per manufacturer specifications etc. complete as per directions of Engineer in-charge.	3	SqM	1050/-	3150/-
18.	P/F Electrical Light Points including all Fire Resistant PVC conduit work of AKG/ Kalinga/ BEC/ Polypack make , Switch Boxes, Plate Switches, Sockets of Anchor Roma make, Copper Wiring of Kalinga/ Grindlay make in 1.5 Sqmm Copper Conductor for Light Points including all bends, cutting & making good the surface with Cement Plaster * 5Amp Light Points/ Sockets	16	Each	600/-	9600/-
19.	P/F Electrical Power Points including all Fire Resistant PVC conduit work of AKG/ Kalinga/ BEC/ Polypack make, Switch Boxes, Plate Switches, Sockets of Anchor Roma make, Copper Wiring of Kalinga/ Grindlay make in 6mm Cu Wire for Light Points including all bends, cutting & making good the surface with Cement Plaster with Main MCB Box * 15Amp Power Points/ Sockets	4	Each	1500/-	6000/-

20.	P/F UPS Points with 2x1.5Sqmm Cable with 1.5Sqmm Earth Wire in PVC Conduit.	16	Each	1500/-	24,000/-
21.	P/F Light MCCB Set with 1x40A ELCB, 1x32A DPMCB, 3x32A SPMCB of Le Grand/ Indo Asian/ Havell's/ Standard makes	1	Set	5000/-	5000/-
22.	P/F Power DB including 1x63A ELCB, 1x32A DPMCB, 3x32A SPMCB of Le Grand/ Indo Asian/ Havell's/ Standard make	1	Set	6500/-	6500/-
23.	P/F UPS O/P DB incl 32A DPMCB & 32A SPMCB of Le Grand/ Indo Asian/ Havell's/ Standard make	1	Set	4000/-	4000/-
24	P/F UPS I/P including 1x63A DPMCB of Le Grand/ Indo Asian/ Havell's/ Standard make	1	Set	1500/-	1500/-
25	1x63A ELCB of Le Grand/ Indo Asian/ Havell's/ Standard make	1	Set	3000/-	3000/-
26	P/F 2x6Sqmm Copper Armoured Cable of Finolex/ Kalinga/ National make	25	RM	400/-	10,000/-
27	P/F 4x25Sqmm Copper Armoured Cable of Finolex/ Kalinga/ National make	10	RM	1700/-	17,000/-
28.	P/F Bus Bar of 25x3x500	1	No	6000/-	6000/-
29.	P/F 2x63A DPMCB of Le Grand/ Indo Asian/ Havell's/ Standard make	1	No	1500/-	1500/-
30	P/F 2x32A DPMCB of Le Grand/ Indo Asian/ Havell's/ Standard make	1	No	1000/-	1000/-
31.	P/F 63A MCCB with Box/ Switches complete of LeGrand/Indo Asian/Havell's/Standard	1	No	6000/-	6000/-
32.	P/F 1x4 TPNDB of Le Grand/ Indo Asian/ Havell's/ Standard make	1	No	1500/-	1500/-
33	P/F 600 mm Dia Wall Fans of Crompton Greaves/ Bajaj make	3	Nos	2500/-	7500/-
34.	P/F 250mm Dia Exhaust Fans of Havell's/ Bajaj make	1	Nos	1500/-	1500/-
35.	Supply/Laying, Testing and Commissioning of Cat 6 Cable of Digi link make in conduit of 25mm of and termination of same with Cat6 Information outlet	8	Point	1700/-	13,600/-
36.	Supply/Laying, Testing and Commissioning of Cat 5 Cable of Digi link make in conduit of 25mm of and termination of same with Cat6 Information outlet	15	RM	1300/-	19500/-
37.	Supply, Installation, Testing and Commissioning of Mounting cord 1 meter, Cat 6 cable of Digi link make	8	Each	225/-	1800/-
38	Supply, Installation, Testing and Commissioning of Mounting cord 2 meter, Cat 6 cable of Digi link make	8	Each	250/-	2000/-
39	Supply, Installation, Testing and Commissioning of 24 Port Jack Panel of Digi link make suitable for Cat 6 cable.	1	Each	7000/-	7000/-
40.	Supply, Installation, Testing and Commissioning of 24 Port 10/100/1000 Mbps unmanaged Switch of Cisco make	1	Each	18000/-	18000/-

41.	Supply and Installation of 9 'U' Rack with accessories, glass door etc. complete. Make Valrack	1	Each	8000/-	8000/-
42	Supply, Installation, Testing and Commissioning of 100 pair Junction box for telephone cable of approved make	1	Each	3500/-	3500/-
43	P/F CFL Fittings with 11 W CFLs in the Rooms complete	16	No	800/-	12800/-
44	Providing and fixing of tested fully glazed steel **fire rated double leaf door** with 120 minutes of integrity (E=120) fabricated with 1.6 mm thick galvanized steel sheet, confirming to BS: 476 part-22, IS: 3614 part II, as per prototype tested & Certified at CBRI Roorkee. The door frames shall be manufactured from 1.6 mm galvanized steel sheet pressed to form a profile of 35 mm x 60 mm on the vertical sides and 50 x 60 mm on the horizontal side. The door shutter shall have a top rail and side rail 60 mm x 60 mm and a bottom rail of 110 mm x 60 mm. The overall door opening shall be 2430 mm x 2430mm. The glass shall be SGG Pyroswiss Extra 6mm clear 120 min rated (E120) Non Wired Toughened glass with a light transmission of 89% and a sound reduction of 32 db. The glass shall be compliant to class 1C1 category of Impact Resistance as per EN 12600. The glass shall be held in its place with the help of 2 mm GI beading and a special in tumescent tape with cross section of 5 x 20 mm as per the test evidence. The shutters shall be fixed to the frame using Derma SS Ball Bearing Hinges of size 100 mm x 75 mm and 3 mm thickness or equivalent. Beading shall be attached using 4 mm x 35 mm SS screws at a distance of 75 mm from the edges and 150 mm c/c henceforth. The door shall be fitted with Dorma Mortise Sash lock 952F & door closer TS 68 of Dorma make or equivalent. The inactive leaf shall be fixed to the frame using 1200mm long Dorma tower bolt no 9114306 or equivalent. The door frames and shutters shall be finished with fire retardant paint or thermo setting acrylic paint in desired shade as per the directions of Engineer-in-charge. THE FIRE PROOF DOORS MUST SATISFY:- STABILITY: The Fire Check Door shall not collapse during the rated period of fire under the specified fire conditions. The Fire Proof Doors shall provide safe access to the escape routed in				

	the building namely protected corridors and staircase. INTEGRITY: The Fire Check Doors shall not allow the passage of the hot gases or the flames through the rebate or the gap between door frame & shutter for the duration of its fire rating. INSULATION: The mean temperature of fire door on unexposed side shall not exceed 140 degree C above ambient temperature for the duration of its fire rating.				
	(i)Double Leaf Door + Fixed Glazing	7.0	SqM	28500/-	1,99,500/-
	(ii)Fixed Window	3.15	SqM	28,500/-	89,775/-
45	Providing & doing Brick work in one or more bricks of class designation 75 in superstructure above plinth for all floor levels in cement mortar 1:5 (1 Cement : 5 Coarse Sand)	0.5	CuM	3430/-	1715/-
46	P/A 15 mm Cement plaster on brick work/RCC work of mix 1:4 (1 Cement : 4 Fine Sand)	3.00	SqM	120/-	360/-
			Grand Total		**9,72,035/-**
	(Rupees Nine Lakhs Seventy Two Thousand and Thirty Five only)				

I/we hereby tender my/our rate ---------- % above the rate .

I/we hereby tender my/our rate ----------% below the rate .

Contractor GM (P& A)