



FOOD CORPORATION OF INDIA

ISO 9001 - 2000 CERTIFIED

ENGINEERING DIVISION

ZONAL OFFICE

3, HADDOWS ROAD, CHENNAI - 600 006.

TENDER DOCUMENT

VOL. I

TECHNICAL BID- A

Name of Work: Improvements to the Auditorium in the 4th floor of the Zonal office building, Chennai under special repairs during the year 2009-10

R. Laxshankumar

Contractor

Asst General Manager(CE)

FOOD CORPORATION OF INDIA
ZONAL OFFICE
3, HADDOWS ROAD, CHENNAI - 600 006.
ISO 9001 - 2000 CERTIFIED

INDEX		
Sl.No.	Description	Page Nos
I.	TECHNICAL BID TENDER DOCUMENTS CONSITING OF	
1.	Press Notice	1
2.	Instructions to contractor & conditions & list of documents to be attached by the tenderer with technical bid.	02 - 04
3.	Notice Inviting Tenders	05 - 08
4.	Item rate tender & contract for works. (General Rules & Directions for the guidance of the Contractor).	09 - 10
5.	Item rate tender for works	11 - 12
6.	Conditions of Contract	13 - 64
7.	Additional conditions & Specification	65
8.	Additional Conditions for Electrical works .	66 - 67
9.	Additional Conditions where contractor has to arrange Cement and / or Steel	68 - 72
10.	Organisation Chart and Description of plant & equipment	73 - 74
11.	Proforma for Agreement form	75 - 76
12.	Proforma for Indenture for secured advances	77 - 80
13.	Performa for Guarantee Bond for specialized works	81 - 82
14.	Proforma for performance guarantee / Bank guarantee bond	83
15.	Site information - Additional conditions	84
16.	Drawings	85 - 86

This technical bid tender document containing .86 pages has been issued to M/s / Shri.....
vide cash receipt No. date for
Rs.....

R. Loushankumar

Signature :

Date :

Designation : ASSISTANT GENERAL MANAGER (ENGG.)
FOOD CORPORATION OF INDIA
ZONAL OFFICE : CHENNAI - 6.

**FOOD CORPORATION OF INDIA
ISO 9001 – 2000 CERTIFIED
ZONAL OFFICE
3, HADDOWS ROAD, CHENNAI – 600 006.**

CHECK LIST

The contractor / firms should sign in the item rate tender format at Page No.11 with witnesses and also sign in all pages of the tender document before submitting tenders.

The Organisation Chart at Page No.73 and the format of description of plant and equipment at Page No.74 (available with the contractor / firms) to be duly filled up and signed while submitting the tenders.

The tender each item rate as well as the tendered amount in figures and words should be filled up in CE 6D form at Page No.11 without fail by the tenderer.

R. L. Sankaranarayanan

CONTRACTOR

ASST. GENERAL MANAGER (CE / E&M)

THE FOOD CORPORATION OF INDIA,
ZONAL OFFICE: CHENNAI-600 006.

C/Engg/Z.O(S)/4(1)/2009-10.

DATED : 06.11.2009

TENDER NOTICE

Sealed Item Rate tenders are invited on behalf of Food Corporation of India under TWO BID System in the prescribed form for the following work from the approved Building contractors Registered in appropriate class with the Central / State PWDs, MES, Railway, P&T and Public Sector Undertaking of the Central Government / State Government, who have satisfactorily completed during the last five years at least 3 works of Rs.3.00 lakhs each in any of the organization listed in this NIT for registration. The intending tenderer are also required to submit a current bank solvency certificate for the monitory limit of Rs.10.00 lakhs issued not before January,2009 by any Scheduled Bank / Nationalized Bank.

Sl. No	Name of work	Estimated cost put to tender	Earnest money deposit	Cost of tender	Time of completion
1.	Improvements to the Auditorium in the terrace of the Zonal office building, Chennai.	Rs. 12,33,445/ Lakhs	Rs.24,670/	Rs. 520/	Two month
2.	Renovation of toilets in ground floor, first floor and second floor of Zonal office building, Chennai.	Rs. 9,81,967/ Lakhs	RS. 19,640/	Rs. 520/	Three months

Tender documents (Non transferable) may be obtained from the office of the Asst.General Manager (Engg.), Food Corporation of India, Zonal Office, Chennai-600 006 on any working days up to 16.00 Hrs on 16.11.2009 on payment of tender cost by cash (Non refundable). The intending tenderers should furnish full particulars of works executed supported by documentary evidence. They should also submit a copy of their Income Tax Returns, VAT Tax, TIN No., PAN, Registration Certificate, Proprietorship / partnership Deed / Company Act Resolution / Solvency certificate, etc. along with original documents which will be returned after the verification at the time of the issue of the tender. The Earnest Money in the form of Demand Draft of Scheduled Bank / Nationalized Bank in favor of FOOD CORPORATION OF INDIA, payable at CHENNAI must (in sealed cover / envelope of technical bid) accompany each tender. Tenders not accompanied by Earnest Money in the prescribed form shall be summarily rejected. The site for the work can be inspected before submission of the tender. The tenders under two bid system should be placed in separate sealed covers / envelopes i.e. Technical Bid and Price Bid.

Completed tenders containing two sealed covers of technical bid & price bid placed in bigger envelope duly sealed and super scribed with name of work will be received in the Office of Asst.General Manager(Engg.), Food Corporation of India, Zonal Office, Chennai up to 15.00 Hrs. on **19.11. 2009**, and the technical bid will be opened on the same day at 15.30 Hrs. in presence of tenderers or their authorized representatives who may wish to be present. The price bid of only such tenderes whose technical bid are found technically eligible by the committee will be opened subsequently on the date & time fixed by FCI which will be intimated to them separately.

The FCI reserves the rights to accept any tender or reject any or all tenders or split up the work between more than one tenderers without assigning any reason whatsoever.

Tender details can be seen in Web site <http://tenders.gov.in> and <http://www.fcisz.tn.nic.in> (tenders down loading the document through the web site should enclose a separate DD for the cost of tender document alongwith technical bid).

R. Laxshankumar

Asst General Manager (Engg.)
FCI, Zonal Office, Chennai-6

Contractor

THE FOOD CORPORATION OF INDIA
ZONAL OFFICE, CIVIL ENGG. DIVISION,
NO.3, HADDOWS ROAD, CHENNAI-600 006.

Name of work: Improvements to the Auditorium in the 4th floor of Zonal Office Building, Chennai under Special Repairs during the year 2009-10.

The tenderer shall examine carefully all available tender documents consisting of:

- .I Technical Bid
- a) Press Notice
- b) Notice Inviting Tender
- c) Item Rate Tender & Contractor work.
(General Rules & directions for guidance of contractors)
- d) Item Rate Tender for work.
- e) Condition of contract (CE-6D) with additional conditions & specifications.
- f) Drawings for tender purpose
- B. Following documents are to be furnished by contractor which should be attached above documents of technical bid.
 1. Attested / True copy of value of valid registration certificate.
 2. Attested / True copies of three completed works of value of Rs.3.00 lakhs each executed during last five years.
 3. Attested True copy of PAN.
 4. Attested / True copy of Sales Tax / Vat Tax Certificate.
 5. Attested/True copy of Certificate/Affidavit of Proprietor ship in case proprietor ship firm.
 6. Attested / True copy of partnership deed under Indian Partnership Act, Company Act Resolution alongwith power of attorney and affidavit and other documents place of Registration & principal place of business etc.
 7. Attested / True copy of solvency certificate of monetary limit of Rs.10.00 lakhs not issued before January,2009 by any Scheduled Bank / State Bank of India.
 8. Earnest Money in prescribed / requisite form should be attached with Technical Bid.
 9. There shall be a pre-bid conference in which the doubts of the intending tenderers shall be clarified, besides discussions on any additional suggestion proposed by the tenderers. If found, necessary, a corrigendum to the tender documents would be issued to all the intending tenderers, and thereafter no further query / condition shall be entertained. Pre Bid conference will be held on **18.11.2009 @ 11.30 Hrs** at FCI, Zonal Office, Chennai-6.

R. Laxshankumar

II. PRICE BID

- 1) The schedule of quantities with full description of each items pages 1 to _____. The tenderer should note that Technical Bid and Price Bid will be submitted in the separate envelopes duly super-scribed "Technical Bid and Price Bid" Over them and then the envelopes shall be sealed and enclosed in the bigger envelop duly sealed super-scribed by he name of work.

The Technical Bid shall be opened on the date and time mentioned in the NIT in the presence of tenderers or their authorized representatives who wish to be present. The price bid of those tenderers who qualify under Technical bid shall be opened later, the date & time of which shall be intimated separately.

- 2) The tenderer is advised to inspect the sites on his own responsibility and to secure all necessary information which may be required for completing his tender. Ignorance of site or local conditions shall not be an excuse for non completion of work in time or non performance or delayed performance of the contract. Any failure of the contractor to acquaint himself with all the available contract. Any failure of the contractor to acquaint himself with all the available information will not relieve him from responsibility for estimating the cost properly.
- 3) Any corrections made in the tender by the tenderer shall be supported by his signatures there against.
- 4) It must be clearly understood that the rates quoted in the Price bid of tender are to include for everything required to be done as detailed in the instruction of tenders, General and special and additional conditions of contract, CPWD Specifications, relevant IS code & Manufacturer specification etc. and drawings referred to therein.
- 5) The corporation does not bind itself to accept the lowest or any other tender of to assign any reason therefore and also reserves the right of accepting the whole or part of the work or to split up the works and to assign different items of works to different items of works to different contractors. The tenderer, shall in such an event, be bound to perform the contract at the rates quoted in the tender for different items.
- 6) The time is the essence of the contract and the total time stipulated for completion of works shall be governed by clause-2 of condition of contract and recovery shall be effected as per this clause-2 for the delayed period.
- 7) The contract and its operation shall be governed by the laws of India for the time being in force, and the contract shall deemed to have been entered into at _____ within the ordinary Civil Jurisdiction of the Chennai High Court.
- 8) Every page of the tender shall be signed by the tenderer with seal.

R. Loushankar

- 9) In the event of tenders being submitted by a firm, it must be signed separately by each constituent partner thereof or in the event of the absence of any partner it must be signed on his behalf of a person holding power of attorney from him authorizing 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 when ever contractor furnishes power attorney; the same should be registered & accompanied with an affidavit from contractor.
- 10) Canvassing in connection with the tender is strictly prohibited and the tender submitted by the contractor who resorts to canvassing in any form shall be liable to rejection and the contractor(s) may even be forbidden from future tendering for the Corporation works through appropriate action.
- 11) The contractor shall before the commencement of the work get himself / themselves registered with the Area Labour Officer / ALC and PF Commissioner and submit copy of authenticated documents to the effect to Engineer-in-Charge.
- 12) The contractor shall comply with all the relevant provisions of the various acts, & rules framed there under relating to the employment of contract labour by contract. The details are given in the condition of contract.
- 13) a) The FCI Engineers will also apply test checks of the items during the courses of progress of work. FCI Engineers will also record instructions in the site order books during the course of inspection / supervision of work, independently or jointly with consultants Engineer.
b) In the event of any dispute, the decision of engineering-in-charge of FCI will be final & binding.
c) When work is completed in all respect, competent authority of FCI will inspect and issue completion certificate. Any defects noticed during inspection of Sr.Officer during the course of progress of work and after completion of work are to be attended immediately by the contractor.
d) FCI Engineer have liberty to inspect, test check, allow the construction, check the cement steel & other materials, check, the reinforcement of piles, columns pile cap, beams, walls etc, after the consultant has checked the work before allowing execution of that stage of work.
- 14) The Contractor who down loading the Tender document from the Web Site has to Furnish the cost of tender document in the form of DD (Non-Refundable) in favour of Food Corporation of India along with Technical Bid. Tender without the cost of Tender will be summarily rejected.

R. Laxshankar

No. of Corrections :

No. of Over writings

Food Corporation of India

NOTICE INVITING TENDER

1. Sealed Item rate tenders are invited on behalf of the FOOD CORPORATION OF INDIA under TWO BID System in the prescribed form for the work of Improvements to the Auditorium in the 4th floor of Zonal office building Chennai under Special repairs during the year 2009-10 for an estimated cost of Rs. 12,33,445/-.

2. Contract documents consisting of the detailed plans (for tenders purpose only) complete specifications, the schedule of quantities of the various classes of work to be done, additional conditions & specifications, instructions to the contractors and the set of conditions of contract to be complied with the person whose tender may be accepted, which will also be found printed in the form of tenders, can be purchased at the office of Asst.Genl.Manager(CE), Zonal office, Food Corporation of India, Chennai between the hours 11.00 AM to 4.00 PM every day except on Saturday, Sundays and Public Holidays up to 16.11.2009.

2. A. The site for the work is available.

3. Tender under two bid systems should be placed in separate sealed covers i.e. TECHNICAL BID & PRICE BID.

a) TECHNICAL BID:

Technical Bid should contain documents comprising Schedule-I along with valid registration certificate in the appropriate class with the Central / State PWDs, MES, Railway, P&T and Public Sector Undertaking of the Central Government / State Government, who have satisfactorily completed during the last five years at least 3 works of Rs.3.00 Lakhs each in any of the organization listed in this NIT for registration, current Bank Solvency Certificate from any Scheduled Bank not issued before January-2009 valid Sales Tax clearance Certificate, VAT Tax, TIN No., PAN, Income Tax Return, Proprietorship / Partnership Deed / Company Act Resolution / Power of Attorney & Affidavit, State of Organization Chart, Statement of Plants & Equipments and the work experience certificate for the minimum value of work as mentioned above showing scope of item. The same should be submitted in the sealed envelope marked "A" TECHNICAL BID" along with the Earnest Money. The name of the work should also be incorporated on the envelope.

b) PRICE BID

Price Bid containing Schedule-II duly filled rate both in words and figure should also be submitted on "B" PRICE BID. Price bid of only such tenderer whose technical bid are found technically and commercially acceptable will be opened subsequently on the date and time fixed by FCI which will be intimated to them separately.

4. Completed tenders will be received by the Asst.Genl.Manager(Engg.), Food Corporation of India, Zonal Office, Chennai upto 15.00 Hrs/ on 19.11.2009 and will be opened on the same day at 15.30 Hrs. in presence of tenderers or their authorized representatives who may wish to represent.

4. a) Tender documents (Non transferable) can be obtained from the office of the Asst.Genl.Manager(CE), Zonal Office, Food Corporation of India, Chennai on payment of . . . x etc. and non refundable) on any working day up to 16.00 Hrs. . . . work will be Two months from the Seventh day

Contractor

No. of corrections :

No. of overwritings :

5. The Contractor should quote in figure as well in words the rates and amount tendered by them. Where the rates quoted by the contractor in figures and words tally but the amount is not worked out correctly, the rate quoted by the contractor will be taken as correct and not amount.

6. When a contractor signs a tender in an Indian Language, the rate and amount and the total amount tendered should be in the same language. In the case of illiterate contractors the rates of the amount tendered should be attested by witness.

7. Issue of tender form will be stopped three days before the date fixed for the opening of tenders.

8. Earnest money, amounting to Rs.24,670/- (Rupees twenty four thousand six hundred and seventy only) by Demand Draft of Schedule Bank guaranteed by the Reserve Bank of India except United Industrial Bank Ltd., and Shawajapur Branch of Dena Bank of Calcuta in favour of Food Corporation of India, Chennai, must accompany each tender (Technical Bid) and each tender is to be in a sealed cover superscribed "Tender for **Improvements to the Auditorium in the terrace of the Zonal Office Building, Chennai**. The Asst.Genl.Manager(CE/E&M), Food Corporation of India, Zonal Office, Chennai-600 006.

9) The Contractor whose tender is accepted, will be required to furnish by way of security deposit for the due fulfillment of contract, such sum as will amount to 5% of the tendered value of the work.

9)a. The successful tenderer has to deposit an amount equal to @ 5% of the tendered and accepted value of the work (without any limit) as Performance Guarantee in the form of:

- i) Cash in case of guarantee amount is less than Rs,10,000/- (Rupees ten thousand only)
- ii) Deposit of call Receipt/Banker's Cheque / Demand Draft / Pay order of Scheduled Bank in case the Guarantee amount is less than Rs.1,00,000/-.
- iii) Government Securities.
- iv) Fixed Deposit Receipt (FDR) of a Scheduled Bank.
- v) An irrevocable Bank guarantee bond of any scheduled bank or the State Bank of India in the prescribed form given in Annexure.

The time allowed for submission of the Performance Guarantee by the contractor shall be decided by the N.I.T. approving authority for a period ranging from 4 to 15 days of issue of the letter of acceptance, depending upon the magnitude and / or urgency of the work. This period can be further extended, if required by the Engineer incharge for a maximum period ranging from 3 to 7 days at the written request of the contractor. The date of start of work may accordingly be fixed reckoning it after 7 to 22 days from the date of issue of letter of acceptance.

Performance guarantee amount shall be deposit before issue of formal work order for commencement of the work.

If the tenderer whose tender considered for acceptance fails to furnish the prescribed performance guarantee with in the prescribed period, the EMD will be absolutely forfeited by the FCI

R. Laxshankumar

Contractor

-- 6 --

Asst. Genl. Manager (CE / E&M)

9 (b) The contractor whose tender is accepted will be required to furnish by way of security deposit for the due fulfillment of his contract, such sum as under.

@ 5% of the tendered value of contract put to tender with out limit. The security deposit will be collected by deduction from the running Bills of the contractor at the rates mentioned above and the earnest money, if deposited at the time of tender will be treated as part of Security Deposit. The security deposit will be in addition to the Performance Guarantee.

10 (a) The acceptance of a tender, will rest with the Competent Authority who does not bind himself to accept the lowest tender, and reserves to himself the authority to reject any or all of the tenders received, without assigning any reasons. All tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect shall be summarily rejected.

(b) "The corporation is at its liberty to reject summarily any such tender submitted by the tenderer who has been black-listed/whose contract has been prematurely terminated/ rescinded/EMD/SD has been forfeited etc".

11. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

"Tenders containing any condition leading to unknown/indefinite liability are liable to be summarily rejected, if at all any rebate(s) is / are to be offered the tenderer shall first quote his rates strictly on the terms and conditions stipulated in tender document and then show separately any rebate(s) offered specifying the conditions for such rebate (s) Failure to follow this procedure will render the tender liable to summary rejection".

If the tenderer withdraws his tender before the expiry of said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Corporation then the Corporation without prejudice to any other right or remedy be at Liberty to forfeit the earnest money.

12. All rates shall be quoted only on the proper form of the tender.

13. Item rate tender containing percentage below/above will be summarily rejected.

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 Engineer - in - charge shall be communicated to the Engineer - in - Charge.

15. 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 or rupees and in words "P" after the decimal figures e.g. "Rs.2.15P". and in case of words, the word 'Rupees'. should precede and word 'Paisa' should be written at the end. Unless the rate is whole rupees and followed by the word 'only' it should invariably be upto two decimal places.

Contractor

-- 7 --

R. Loushankund

Asst. Genl. Manager (CE / E&M)

No. of corrections :

No. of overwritings :

16. The Food Corporation of India does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of tender and the tenderer shall be bound to perform the same at the rates quoted.

17. Sales tax or any other tax on material in respect of this contract shall be payable by the contractor and the Corporation will not entertain any claim whatsoever in this respect.

18. The contractor must produce Income/Sales Tax Clearance Certificate, Registration Certificate, Solvency Certificate and other relevant Documents before the tender can be sold to him.

19. No Engineer of Gazetted or other Gazetted officer employed in Engineering or administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years of his retirement from Government service without the previous permission of the Government of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

20. Tender for works shall remain open for acceptance for a period of forty five days from the date of opening of tenders. The Corporation however shall have the option to extend the validity of the tender for a further period of 45 days (forty five days). Should the tenderers fails to keep the tender open for acceptance as stated above or if the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and conditions of the tender which are not acceptable to the Corporation then the Corporation without prejudice to any other right OR remedy be at liberty to forfeit the earnest money.

21. The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves have / have tendered or who may and have for the same work. Failure to observe this condition will render tenders of the contractor tendering as well as witnessing the tender liable to summarily rejections.

22. While quoting the rates in the schedule of quantities the word "Only" should be written closely, following the amount and it should not be written in the next line.

23. The contractor shall submit list of works with value which were executed by him so far and which are on hand at present.

24. The contractor should give full and correct address along with the tender, further if there is any change of address during the currency of the contract the same should be intimated to the Department immediately or otherwise Food Corporation of India is not responsible for wrong delivery or delay of the notice etc. served for the above work.

R. Loushankar

Contractor

-- 8 --

Asst. Genl. Manager (CE)

Food Corporation of India

State

Region

Zone

Works - Division

PERCENTAGE ITEM RATE TENDER & CONTRACT FOR WORKS

General Rules & Directions for the Guidance of Contractors

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted in public place signed by the **Asst. Genl. Manger (CE / E&M) Food Corporation of India, Zonal Office, Chennai - 6.**

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 amount of the security deposit to be deposited by the successful tenderer and the percentage at which the security deposit shall be deducted from the bills of the successful tenderer. Copies of the specifications, designs and drawings and a schedule of quantities and of rates of the various descriptions of identification by **The Asst. Genl. Manger (CE / E&M) Food Corporation of India, Zonal Office, Chennai - 6** shall also be open for inspection by the contractor at the office of **The Asst. Genl. Manger (CE / E&M) Food Corporation of India, Zonal Office, Chennai-6** during office hrs.

2. In 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. Where us contractor furnishes Power of Attorney the same should be registered and accompanied with an affidavit from the contractor.
3. Receipts for payments made on account of work, when executed by a firm, must also be signed by the several partners, except where the contrators were described in thier tender as a firm, in which case the 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.

Contractor

-- 9 --

R. Loushukund
Asst. Genl. Manager (CE / E&M)

No. of corrections :

No. of overwritings :

4. Any person who submits a tender shall fill up the usual printed form, stating at how much percent above or below the estimated rates specified in Rule I, he is willing to undertake the work. Only one rate of percentage more or less over the estimated rates/schedule rates shall be named. 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, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more work shall submit a separate tender for each tender shall have the name and number of the work to which they refer, written outside the envelopes.
- 4A. The rate(s) and/or amount(s) must be quoted in decimal coinage
5. **The Asst. Genl. Manger (CE / E&M) Food Corporation of India, Zonal Office, Chennai - 6.** 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 amount of the several tenders in a Comparative Statement in suitable form. In the event of the tender being accepted, a receipt for the earnest money forwarded therewith shall be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule I. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.
6. The Food Corporation of India shall have the right of rejecting all or any of the tenders, and will not be bound to accept the lowest tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will be not considered as any acknowledgment of payment to the Asst. Genl. Manager (CE / E&M), Food Corporation of India, Zonal Office, Chennai - 600 006 and the contractor shall be responsible for seeing that he procures a receipt signed by the Manager (Engg. A/cs) Food Corporation of India, Zonal Office, Chennai - 600 006 or duly authorised cashier.
8. The memorandum of work tendered for, and the schedule of materials to be supplied by the Corporation and their issue rates shall be filled in and completed in the office of the Asst. Genl. Manager (CE / E&M), Food Corporation of India, Zonal Office, Chennai – 600 006 before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed he shall request the office to have this done before he completes and delivers his tender.

R. Loushankumar

Contractor

-- 10 --

Asst. Genl. Manager (CE / E&M)

No. of corrections :

No. of overwritings :

**FORM CE B
TENDER FORM**

ITEM RATE TENDER FOR WORKS

I/We hereby tender for the execution for the Food Corporation of India of the work specified in the under written memorandum within the time specified in such memo at the rates specified therein and in accordance in all respect with the specifications designs, drawings and instructions in writing referred to in Rule I hereof and in clause ii of the conditions of contract, and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as possible.

Memorandum

- a) General description Improvements to the Auditorium in the terrace of the Zonal Office Building, Chennai.
 - b) Estimated Cost Rs.12,33,445.00 (Rupees Twelve Lakhs thirty three thousand four hundred and forty five only)
 - c) Earnest Money Rs.24,670.00 (Rupees Twenty four thousand six hundred and seventy only)
 - (d) The successful tenderer hereafter referred to as the contractor shall deposit an amount to 5% of the tendered and accepted value of the work put to tender (without limit) as performance guarantee as mentioned at Para 9(a) in Form No.CE-5
 - (e) Security Deposit @ 5% of the tendered value of work put to tender without any limit in addition to the performance Guarantee.
- The Security Deposit will be collected by deduction 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 as part of Security Deposit.
- (f) Time allowed for the work is form the 7th day after the date of written order to commence is TWO months only.

Should this tender be accepted, in whole or in part, I/We hereby agree (i) to abide by and fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable, and or in default there-of to forfeit and pay to the Food Corporation of India, the sum of money mentioned in the said conditions, A sum of Rs.24,670.00 is hereby forwarded in / Demand Draft of a schedule Bank as Earnest Money. If I/We fail to commence to the work specified in the above Memorandum. I/We agree that the said Food Corporation of India shall, without prejudice to any other.

Contractor

-- 11 --

R. Lashankumar
Asst. Genl. Manager (CE / E&M)

No. of Corrections :

No. of Overwriting :

right or remedy, be at liberty to forfeit the said earnest money absolutely, otherwise the said earnest money shall be retained by them towards security deposit mentioned against clause(e) of the above mentioned Memorandum; (ii) to execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upon a maximum of 25% percent, at the rates quoted in the tender documents and those in excess of that limit, at the rates to be determined in accordance with provisions contained in clause 12-A of the form.

Dated the day of 200

Witness*

Address.....

Occupation

Contractor(s)**

The above tender is hereby accepted by me on behalf of the Food Corporation of India

Dated.....

The.....day of.....200.....

Designation of the Officer***

* Signature of witness to contractor's signature.

** Signature of the Contractor(s)

*** Signature of the Officer by whom accepted

Contractor

-- 12 --

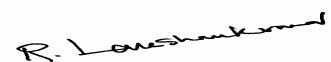
R. Loushankumar
Asst. Genl. Manager (CE / E&M)

CONDITIONS OF CONTRACT**Definitions :**

1. The "Contract" means the documents forming the tender and acceptance thereof and the formal agreement executed between the Food Corporation and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions, issued from time to time by the Engineer-in-Charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
2. In the contract the following expression shall, unless the context otherwise requires, shall have the meanings, hereby respectively assigned to them.
 - (a) The expression 'Work' or 'Works' shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the work by or by virtue of the contract, contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - (b) The "Site" shall mean the land or other places on, into or through which work is to be executed under the contract or any adjacent land path or street through which work is to be executed under the contract or any adjacent land path or street which may be allotted or used for the purpose of carrying out the contract.
 - (c) The "Contractor" shall mean the individual or firm or company, whether incorporated or not undertaking the work and shall include the legal personal representatives of such individual or the persons composing such firm or company, or the successors of such company and the permitted assignees of such individual of firm or firms or company.
 - (d) The "Corporation" means the Food Corporation of India and its successors.
 - (e) The "Engineer-in-Charge" means the Executive Engineer or Asst. Genl. Manager (Engineering) who shall supervise and be in charge of the work.
 - (f) "Managing Director" shall mean the Managing Director of the Food Corporation of India.
 - (g) The term "Superintending Engineer" includes the Deputy Genl. Manager (Engg.) of the Food Corporation of India.
 - (h) The term "Executive Engineer" includes the Asst. Genl. Manager (Engineering) of the Food Corporation of India.
 - (i) The term 'Chief Engineer' includes the Genl. Manager (Engg) of the Food Corporation of India.

Contractor

-- 13 --



Asst. Genl. Manager (CE)

No. of corrections :

No. of overwritings :

(j) Words imparting the singular number include the plural number and vice versa.

CLAUSE 1. The person / persons, whose tender(s) may be accepted (herein after called the contractor) shall permit the corporation at the time of making any payment to him for the work done under the contract, to deduct such sum along with the sum already deposited as earnest money NILL amount; 5% of the tendered amount in addition to Performance guarantee @ 5% of contract value already deposited.

Such deductions to be held by the Corporation by way of security deposit. Provided always that the Corporation for this purpose shall be entitled to recover as above percent of the amount of each running bill till the balance of the amount of security deposit is realised. All compensation or other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of the sufficient part of this security deposit, or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by the Corporation on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days, make good in cash in favour of the Food Corporation of India executed or fixed deposit receipt tendered by the State Bank of India or by scheduled banks (in case of guarantee offered by scheduled banks the amount shall be within the financial limits prescribed by the Reserve Bank of India) : or government Securities (if deposited for more than 12 months) endorsed in favour of the Food Corporation of India any sum or sums which may have deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rate mentioned above and the earnest money if deposited in cash at the time of tenders will be treated as part of the security deposit. The corporation shall not be liable to pay any interest on the security deposit and the performance Guarantee amount "The Corporation shall not be liable to pay any interest on the EMD, security deposit & performance guarantee. However, the depositor shall receive the interest on Security deposit and Performance Guarantee, if deposited in the form of Deposit k, when the interest becomes due direct from the Bank on a letter from ink to pay it to him."

R. Lavshankumar

Contractor

14

R. Lavshankumar

Asst. Genl. Manager (CE)

No. of Corrections :

No. of Overwritings :

CLAUSE 2. The time allowed for carrying out the work as stipulated in the contract shall be strictly observed by the contractor and shall be deemed to be of the essence of the contract. Throughout the stipulated period of the contract, the work shall be proceeded with all due diligence and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the AGM (Engg) for contracts upto Rs. 8 Lakhs, DGM (Engg) for contracts upto Rs.25 lakhs and Genl. Manager (Engg), for contracts above that amount (such decision in writing of Genl. Manager (Engg) DGM (Engg), AGM (Engg) as the case may be, shall be final and binding on the contractor) may decide on the contract price of the whole work for every 15 days or part thereof that the work remains un-commenced or unfinished after the stipulated dates. Such decision in writing of the AGM (Engg) in case of contracts upto Rs.8 lakhs/the DGM (Engg) in case of contracts upto Rs.25 lakhs and Genl. Manager (Engg) in case of contracts above Rs.25 lakhs shall be final. And further to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month (say for special jobs) to complete 1/8 of the whole work before the 1/4 of the whole time allowed under the contract has elapsed; 3/8 of the work before one half of such time has elapsed; 3/4 of the work before 3/4 of such time has elapsed.

However, for special jobs if a time schedule has been submitted by the contractor and the same has been accepted by the Engineer-in-charge, the contractor shall adhere to the time schedule, in the event of the contractor failing to comply with the schedule, he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the AGM (Engg) for contracts upto Rs.8 Lakhs, DGM (Engg.) for contracts upto Rs.25 Lakhs and Genl. Manager (Engg.), for contracts above Rs.25 lakhs (and such decision in writing of the Genl. Manager (Engg.) DGM (Engg.) or the AGM (Engg) as the case may be, shall be final and binding on the contractor) may decide on the contract price of the whole work, for every 15 days or part thereof for which the work remains incomplete.

“Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent of the contract price of the work.”

CLAUSE 3. The Engineer-in-Charge may, without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has not elapsed, by notice in writing absolutely determine the contract in any of the following cases;

(i) If the contractor, having been given by the Engineer-in-charge a notice in writing to rectify, reconstruct or replace any defective work, or that the work is being performed in an inefficient or otherwise improper, or unworkman-like manner, shall omit to comply with the requirements of such notice for a period of seven days and thereafter, or if the contractor shall delay or suspended the execution of the work so that either, in the judgement of the Engineer-in-Charge (Which shall be final and binding) he will be unable to secure completion of the work by the date for completion. or he has already failed to complete the work by that date.

R. Lavshankar

R. Lavshankar

R. Lavshankar

Contractor

15

Asst. Genl. Manager (CE)

No. of corrections :

No. of overwritings :

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

(iii) If the contractor commits breach of any of the terms and conditions of this contract.

(iv) If the contractor commits any acts mentioned in Clause 21 hereof.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Food Corporation of India Shall have power:

(a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall conclusive evidence) upon such determination or rescission the EMD, Security Deposit of the contract already recovered and the Performance Guarantee of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the corporation.

(b) To employ labour paid by the Food Corporation of India and to supply materials to carry out the works or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-Charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the terms of his contract. The certificate of the Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor, provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Corporation are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.

(c) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of this hand and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Corporation under this contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be.

Contractor

16

R. Laxshankumar

Assistant.Genel.Manager(CE)

No. of Corrections :

No. of Overwritings :

In the event of any one or more of the above courses being adopted by the Engineer-in-Charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material 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 contract. And in case action is taken under any of the provisions aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereto, or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such of work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

“The contractor whose contract is determined or rescinded shall not be allowed to participate in the tendering process for the balance work”.

CLAUSE 4. In any case in which any of the powers, conferred upon the Engineer-in-Charge by Clause 3 hereof, shall become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may if he so desires, after giving a notice in writing to the contractor, take possession of, (at the sole discretion of the Engineer-in-charge which shall be final) or use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof, belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of these not being applicable, at current market rates to be certified by the Engineer-in-charge whose certificate thereof, shall be final, otherwise the Engineer-in-charge by notice in writing may order the contractor, or his clerk of the works, foreman or other authorised agent to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice); and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractors' 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 Engineer-in-Charge as to the expense of any such removal and the amount of the proceeds and expense of any such sale be final and conclusive against the contractor.

CLAUSE 5. If the contractor shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days of the date of hindrance on account of which he desires such extension as aforesaid, and the executive engineer shall, if in his opinion (Which shall be final) reasonable grounds be shown therefore, authorise such extension of time, if any, as may in his opinion, be necessary or proper. Such an extension of time shall be without

R. Loushankamal

R. Loushankamal

Contractor

17

Asst.GenManager (CE)

No. of corrections :

No. of overwritings :

prejudice to the Corporation's right to claim damages or compensation against the contractor for the delay in execution of or completion of the work in time.

CLAUSE 6. Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice the Engineer-in-Charge shall inspect the work and if there is no defect in the work shall furnish the contractor, with a certificate of completion, otherwise a provisional certificate of 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 certificate of completion provisional or otherwise, shall be issued, nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus material, rubbish and all huts and sanitary arrangement 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 the dirt from all wood work doors, windows, walls, floors or other parts of any 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 Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding surplus materials and rubbish etc. and dispose of the same as he think fit and clean of such dirt as aforesaid, and the contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

CLAUSE 7. No payment shall be made for a work estimated to cost rupees five thousand or less till after the whole of the work shall have been completed and certificate of completion given. But in the case of work estimated to cost more than rupees five thousand, the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof then executed to the satisfaction of the Engineer-in-Charge, whose certificate of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, not shall it concluded, determine, or affect in any way the powers of the Engineer-in-Charge under these conditions or any of them as to the final settlement and adjustment of the account or otherwise, or in any other way vary or affect the contract.

Contractor

18

R. Lavshankumar
Assistant.Genel.Manager(CE)

No. of Corrections :

No. of Overwritings :

The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of the certificate of completion furnished by the Engineer-in-Charge and payment shall be made within three months if the amount of the contract plus that of the additional items is upto Rs.2 lakhs, and in 6 months if the same exceeds Rs.2 lakhs, of the submission of such bill. If there shall be any dispute about any item or items of the work that the undisputed item or items only shall be paid within the said period of three or six months as the case may be. The contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do this, his claim shall be deemed to have been fully waived and absolutely extinguished.

CLAUSE 8. A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-Charge for all works executed in the previous month and the Engineer-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible adjusted as far as possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-Charge may depute within seven days of the date fixed as aforesaid, a subordinate to measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant; and the Engineer-in-charge may prepare a bill from such list.

CLAUSE 8A. Before taking any measurement of any work as has been referred to in Clause 6, 7 and 8 hereof, the Engineer-in-Charge or a subordinate deputed by him shall give reasonable notice the contractor. If the contractor fails to attend at the measurement after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-Charge then in any such event the measurements taken by the Engineer-in-Charge or by the subordinate deputed by him as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

CLAUSE 9. The Contractor shall submit all bills on the prescribed forms to be had on application at the office of the Engineer-in-Charge and the charges in the bills shall always be entered at the rates specified in the tender on in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

CLAUSE 9A. Payments due to the contractor may, if so desired by him, be made to his bank instead of direct to him, provided that the contractor furnishes to the Engineer-in-Charge (1) an authorisation in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payment and (2) his own acceptance of the correctness of the account made out as being due to him by the Corporation or his signature on the bill or order claim by payment to the bank. While the receipt given by such bank shall constitute a full and

Contractor

19

R. Laxshankar
Assistant.Genel.Manager(CE)

No. of corrections :

No. of overwritings :

sufficient discharge for the payment, the contractor should, wherever possible, presents his bills duly receipted and discharged through his banker.

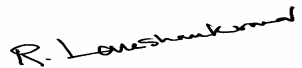
Nothing here in contained shall operate to create in favour of the bank any rights or equities vis-a-vis the Food Corporation of India.

CLAUSE 10. Stores supplied by the Corporation :- If the specification or schedule of items provides for the use of any special description of materials to be supplied from Engineer-in-Charge's Stores or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge as shown in the schedule of materials hereto annexed, the contractor shall be bound to procure and shall be supplied such materials and stores as are from time to time required to be used by him for the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule of materials may be set off or deducted from any sums then due, or there after to become due to the contractor under the contract, or otherwise or against or from the security deposit, or the proceeds of sale thereof if the same is held in Government Securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials so supplied to the contractor shall remain the absolute property of the Corporation, and shall not be removed on any account from the site of the work, and shall be at all times open to inspection by the Engineer-in-Charge. Any such materials remaining unused and in perfectly good condition at the time of the completion or determination of the contractor shall be returned to the Engineer-in-Charge at a place directed to him, if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid not being used by him or for any wastage in or damage to any such materials. 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 of all or any such materials and stores provided further that the contractor shall be bound to execute to the entire work if the materials are supplied by the Corporation within the scheduled time for completion of the work plus, 50 percent thereof (scheduled time plus 6 months if the time of completion of the work exceeds 12 months) but if a part only of the materials 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 rest of work the contractor shall be entitled to each extension of time as may be determined by the Engineer-in-Charge whose decision in this regard shall be final.

CLAUSE 10A. The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer-in-Charge is to be at liberty to employ other persons to remove the same

Contractor

20


Assistant.Genel.Manager(CE)

No. of Corrections :

No. of Overwritings :

without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted therefore and in case of default the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the contractor.

CLAUSE 10B. The contractor on signing an indenture in the form to be specified by the Engineer-in-Charge shall be entitled to be paid during the progress of the execution of the work 75 percent of the estimated value of any materials and which are in the opinion of the Engineer-in-Charge non-perishable 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 deducted from the next payment made under any of the clause or clauses of this contract.

CLAUSE 10C. The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Corporation's property and such materials shall be disposed of to the best advantage of the Corporation according to the instructions in writing issued by the Engineer-in-Charge.

CLAUSE 11. The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing and instructions in writing in the respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the specifications, and all of such drawings and instructions as are not include in the Central Public Works Department compilation entitled 'Specifications for work at Delhi 1977 Vol.I.' in force from time to time or any other printed publication on General Specifications referred to elsewhere in the Contract.

The Contractor(s) is/are to provide everything of every sort and kind (with the exceptions noted in the schedule attached) which may be necessary and requisite for the due and proper execution of the several works included in the contract whether original or altered according to the true intent and meaning of the drawings and specifications taken together, which are to be signed by the Engineer-in-Charge and the contractor(s) whether the same may be or may not be particularly described in the specifications or shown on the drawings provided that the same are reasonably to be inferred therefrom and in case of any discrepancy between the drawing and the specifications the Engineer-in-Charge is to decide which shall be followed.

Contractor

21

R. Laxshankumar
Assistant.Genel.Manager(CE)

No. of corrections :

No. of overwritings

Complete copies of the drawings and specifications signed by the Engineer-in-Charge shall be furnished by him to the contractor(s) for his/her own use and same or copies thereof shall be kept by the contractor(s) on the site of the work.

CLAUSE 12. The Engineer-in-Charge shall have power to make any alterations in, omissions from, additions to or substitutions for, the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work, and contractor shall carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-in-Charge, and such alterations, omissions, additions or substitution shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. Over and above this, a further period to the extent of 25 percent of the time so extended shall be allowed to the contractor. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order :-

- (i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- (ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- (iii) If the altered, additional or substituted work includes any work for which no rate is specified in the contract for the work, or cannot be derived from similar class of work in the contract, then such work shall be carried out at the rates entered in CPWD, Delhi schedule of Rates 200...../ Local Market Rate..... minus/plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.
- (iv) If the rates for the altered, additional, or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iii) above, then the rates for such work shall be worked out on the basis of the Schedule of Rates of the District specified, above minus/plus the percentage work put to tender. Provided always that if the rate for a particular part or parts of the item is not in the schedule of rates, the rate for such part or parts will be determined by the Engineer-in-Charge on the basis of the prevailing market rates when the work was done.

No. of Corrections :

No. of Overwritings :

- (v) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iv) above, then the contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed, and Engineer-in-Charge shall determine the rate or rates on the basis of prevailing market rates and pay the contractor accordingly. However, the Engineer-in-Charge by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it in such manner as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non settlement of rates of items falling under the clause.
- (vi) Except in case of items relating to foundations, provisions contained in sub clauses (i) to (v) above shall not apply to contract or substituted items as individually exceed the percentage set out in the tender documents (referred to herein below as deviation limit), subject to the following restrictions :
- (a) The net effect (algebraical sum) all additions and deduction ordered in all items including extra items and foundation work shall not exceed the deviation limit.
- (b) The deviations ordered on terms of any individual trade included in the contract (including the additions items if any ordered in the trade) shall not exceed 50 percent of the value of that trade in the contract as a whole or half the deviation amount which shall be worked out by applying deviation limit on the full tendered amount.
- (c) The value of additions of individual trades not already included in the contract shall not exceed 10 percent of the deviation amount which shall be worked out by applying the deviation limit on the full tendered amount.

For the purpose of operation of Clause 12 (vi), the following works shall be treated as work relating to foundations :

- (a) for buildings, compound walls, plinth level or 1.2 metre above ground level whichever is lower, excluding items or flooring and damp proof course but including base concrete below the floors.
- (b) for abutments, piers retaining wall of culverts and bridges walls of water reservoir, the bed or floor level.
- (c) for retaining walls where floor level is not determinate, 1.2 metre above the average ground level or bed level.
- (d) for roads all items of excavation and filling including treatment of sub base and soling work.

No. of corrections :

No. of overwritings :

- (e) for water supply lines, sewer lines, underground storm water drains and similar works all items of work below ground level except items of pipe work, masonry work.
- (f) for open storm water drains; all items of work except lining of drains

The rates of any such work except the items relating to foundations which is in excess of the deviation limit shall be determined in accordance with the provisions contained in Clause 12A.

Note : Individual trade means the trade sections into which a Schedule of quantities annexed to the agreement has been divided or in the absence of any such deviation the individual sections of C.P.W.D. Schedule of Rates specified such as, excavation and earth work concrete, wood work, and joinery etc.,

CLAUSE 12A. In the case of contract of substituted items or additional items which result in exceeding the limits laid down in sub clause (vi) of the clause 12 above except the items relating to foundations work which the contractor is required to do under clause 12 above, the contractor shall, within 7 days from the receipt of order, claim revision of rate supported by proper analysis in respect of such items for quantities in excess of the above limits notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with provisions of sub-clause (ii) of clause 12, and the Engineer-in-Charge may revise their rates, having regard to the prevailing market rates so fixed. The Engineer-in-Charge shall, however, be at liberty to cancel his order to carry out such increased quantities of work by giving notice in writing to the contractor and arrange to carry it out in such manner as he may consider advisable. But under no circumstances the contractor shall suspend the work on the plea of not-settlement of rates of items falling under this clause.

All the provisions of the preceding paragraph shall equally apply to the decrease in the rates of items for quantities in excess of the deviation limit, notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provision of sub-clause (ii) of the preceding Clause 12, and the Engineer-in-Charge may revise such rates having regard to the prevailing market rates.

The contractor (s) is / are not to vary or deviate from the drawings, Specifications or instruction or execute any extra work of any kind whatsoever unless upon the authority of the Engineer-in-Charge to be sufficiently shown by an order in writing or by any plan or drawing expressly given and signed by him as an extra or variation or by any subsequent written approval signed by him. If compliance with the Engineer-in-Charge aforesaid order, plan or drawing, or approval involves extra work, and / or expense beyond that involved in the execution of the contract works, when unless the same were issued in consequence of some break of this contract on the part of the contractor(s), the latter shall be entitled to be paid the price of the said work (to be valued as hereinafter provided) and / or the expense aforesaid

No. of Correction :

No. of Overwritings :

CLAUSE 13. If at any time after the commencement of the work the Food Corporation of India shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona-fide brought to the site of the work by the contract or and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the contractor, provided, however, that the Engineer-in-charge shall have in all such cases the option of taking over all or any such materials at their purchase price or at local current rates whichever may be less. In the case of such stores having been issued from Government stores, supervision charges and storage charges shall be refunded in addition to the issue rate of materials.

CLAUSE 14. If it shall appear to the Engineer-in-Charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with material of any inferior description, or that materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with contract, the contractor shall on demand in writing, which shall be made within six months of the completion of the work, from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed or certified, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent of estimated amount put to tender for every day not exceeding 10 days while his failure to do so shall continue, and in the case of any such failure the Engineer-in-Charge may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractors.

CLAUSE 15. All work under or in course of execution for executer in pursuance of the contractor shall at all times be open to the inspection and supervision of the Engineer-in-charge and his authorised

No. of corrections :

No. of overwritings :

subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or his subordinate to visit the work shall have been given to the contracts, either himself be present to receive order and instructions, or have a responsible agent duly accredited in writing present for the purpose. Order given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. The work can also be inspected by the Chief Technical Examiner or his authorised representative on behalf of the Engineer-in-Charge.

CLAUSE 16. The contractor shall give not less than seven days notice in writing to the Engineer-in-Charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up and place beyond the reach of measurement, any work without the consent in writing of the Engineer-in-Charge or his subordinate in charge of the work, who shall within the aforesaid period of 7 days inspect the work of and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or Engineer-in-Charge consent being obtained the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

CLAUSE 17. If the contractor or his working people or servants shall break, deface, injure or 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 of wire, 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 defects shrinkage or other faults appear in the work within 12 months (6 months in the case of any work other than road work costing Rs.10,00,000/- and below) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on the 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 at any time thereafter may become due to the contractor, or from his security deposit of 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 twelve months (six months in the case of any work other than road work costing Rs.10,00,000/- and below) after the issue of the certificate-final or otherwise, of completion of work or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work if in the opinion of the Engineer-in-charge, half of the security deposit is sufficient, to meet all 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 bill has been prepared and passed whichever is later.

CLAUSE 18. The contractor shall supply and provide at his own cost all materials (except such special materials if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's Stores), plant, tools, appliance, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work. Whether original, altered or substituted and whether included in the specification or other documents forming part of contract or referred to in these conditions or not, which may be necessary for the purpose of satisfying of complying with in the requirements of the Engineer-in-Charge as any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and for 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 Engineer-in-Charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract and or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

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

CLAUSE 19

"The Contractor shall obtain a valid license 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 license until the completion of the work. The contractor shall also abide by the provision of the child labour (Prohibition and Regulation Act 1986).

The contractor shall also comply with the provisions of the building and other construction workers (Regulation of employment and conditions of service) Act 1996 and the building and other construction workers Welfare Cess Act 1996.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out to the resultant non-Execution of the work".

CLAUSE 19 A

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

CLAUSE 19 B**Payment of wages:**

- (i) The contractor shall pay to labour employed by him either directly or through sub-contractors, 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 (Regulations 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 labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been immediately employed by him.
 - (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor part of this agreement, the contractor shall comply with or cause to be complied with the Contractor's Labour Regulations in regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books, wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.
- IV (a) The Divisional officer 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 wage 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 nonobservance of the regulations.
- (b) Under the provisions of the Minimum wages Act, 1948 and the Minimum Wages (Central) Rules, 1970, the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the works one day's rest for six days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holiday to any labourer, and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge or Sub Divisional Officer concerned.
- In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162) MWO/DAB/43884-91 dated 31-12-1976 as amended from time to time are inclusive of wages for the weekly day of reast, the 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 Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating there to and the rules made there under from time to time.
- VI) The contractor shall indemnify and keep indemnified government against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his contractors.

No. of Corrections :

No. of Overwritings :

- 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, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and the 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 contractors, part of this agreement 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 a penalty of Rs.100/- for each default and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in that behalf from the contractor.

CLAUSE 19D. The contractor shall submit; by the 4th and 19th of every month, to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month at the first half of the current month, respectively (1) the number or labourer employed by him on the work, (2) the working hours (3) the wages paid to them, (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage 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 the Corporation, a sum not exceeding Rs.100/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine.

CLAUSE 19E. In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangement for workers employed by the 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 for miscarriage.

2. Pay :

- (i) **In case of delivery** - leave pay during maternity leave will be at the rate of the woman's 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 which she gives notice that she expects to confined or at the rate of seventy-five paise a day whichever is greater.

No. of corrections :

No. of overwritings :

(ii) In case of miscarriage - leave pay at the rate of 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 of such miscarriage.

3. Conditions for the Grant of Maternity leave - No maternity leave benefits shall be admissible to a women unless she has been an employee for a total period not less than 6 months immediately proceeding the date on which she proceeds on leave.

4. The contractor shall maintain a register of Maternity Benefit at the site of work in the prescribed Form V attached.

CLAUSE 19G. In the event of contractor(s) committing a default or breach of any of the provisions of the Contractors Labours Regulation and Model Rules for the protection of health and sanitary arrangement for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above regulation and rules which is materially incorrect, he/they shall without prejudice to any other liability pay to the Corporation a sum not exceeding Rs.100/- for every default, breach or furnishing, making submitting Filing such materially incorrect statement and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.100/- per day of default subject to a maximum of 5% of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contract(s) is/ are not properly observing and complying with the Model Rules for the protection of health and sanitary arrangements for work-people employed by the contractor(s) hereinafter referred to as "the said Rules"), the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said rules be complied with and the amenities prescribed therein be provided to the workpeople within a reasonable time to be specified in the notice. If contractor(s) shall fail with in 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 Engineer-in-Charge 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 expenses 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 Engineer-in-Charge 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 standards and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the engineer-in-charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19H. The contractor(s) shall at his / their own cost provide his/their labour with a sufficient number of hut (hereinafter referred to as the camp) of the following specification on a suitable plot of land to be approved by the Engineer-in-Charge.

- (a) The minimum height of each hut at the eye level shall be 7 ft. and the floor area to be provided will be at the rate of 30 sq.ft 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 6' x 5' adjacent to the hut for each family.
 - (c) The contractor(s) shall also construct temporary latrine 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 contractors shall construct sufficient number of bathing and washing places one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
 - (e) All the huts shall have walls of sun-dried or burnt bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge in case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be katcha but plastered with mud gobi and shall be atleast 6" above the surrounding ground. The roofs shall be laid with thatched or any other materials as may be approved by the Engineer-in-charge and the contractor shall ensure that throughout the period of their occupation the roofs remain water-tight.
 - (f) The contractor(s) shall provide each hut with proper ventilation.
 - (g) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
 - (h) There shall be kept an open space of at least 8 yards between the rows of huts which may be reduced to 20 ft according to the availability of site with the approval of the Engineer-in-Charge, 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 wholesome 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 of water supply to his/their labour camp from the existing main wherever available, and shall pay all fees and charges therefore.

No. of corrections :

No. of overwritings :

4. The site selected for the camp shall be ground, removed for jungle.
5. **Disposal of excreta** - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrine by trenching or incineration which shall be according to the requirements laid down by 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 m u n i c i p a l i t y / a u t h o r i t y . The contractor shall provide one sweeper for every 8 seats in case of dry system.
6. **Drainage** - The contractor(s) shall provide sufficient 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 19-1. The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

CLAUSE 20. The contractor shall comply with all the provisions of the Minimum wages Act, 1948 and rules framed thereunder and other Labour Laws.

CLAUSE 21. The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any insolvency proceeding or make any composition with his creditors or attempts so to do, or if any bribe, gratuity, gift, loan, perquisite reward or advantage, pecuniary or otherwise, shall either directly or indirectly, be given promised, or offered by the contractor, or any of his servants or agents to any public office or person in the employment of the corporation in any way relating to his officer or employment of if any such officer or person shall become in any way directly or indirectly interest in the contract, the Engineer-in-Charge in behalf of the Food Corporation of India shall have power to adopt any of the courses specified in Clause 3 as he may deem best suited in the interest of the Corporation in the event of any of the those courses being adopted the consequences specified in the said Clause 3 shall ensue.

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

CLAUSE 23. Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-charge shall be obtained before any change is made in the constitution of the firm/ Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall 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 consequences shall ensue as provided in the said Clause 21.

CLAUSE 24. All works to be executed under the control shall be executed under the direction and subject to the approval in all respects of Engineer-in-Charge 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 or,

“**CLAUSE 25.** deleted”

CLAUSE 26. The contractor shall fully indemnify the Food Corporation of India 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 to the contract. In the event of any claims made under or action brought against the Corporation in respect of any such matters as aforesaid the contractor shall be immediately notified there of and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom. Provided that the contractor shall not be liable to indemnify the Food Corporation of India if the infringement of the Patent or design or an alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27. When the estimate on which a tender is made includes lump sums 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 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 Engineer-in-Charge capable of measurement, the Engineer-in-Charge may at his discretion pay the lump sum amount enter 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 clause.

CLAUSE 28. In case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the bureau of Indian standard specification. In case there is no such specifications in bureau of Indian standards the work shall be carried out as per manufactures specifications and if not available shall be carried as per district specification. In case there are no such specifications as required above, the work shall be carried out in accordance with the instructions and requirement of the Engineer-in-Charge.

No. of corrections :

No. of overwritings :

CLAUSE 29. (1) Whenever any claim, against the contractor for the payment of a sum of money arises out of or under the contract, the Corporation shall be entitled to recover such sum by appropriating, in the part or whole the security deposit of contractor and to sell any Government Promissory notes, etc. forming the whole or part of such security. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due from the contractor under this or any other contract with the Corporation. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand the balance remaining due.

The FCI shall have the right to cause audit and technical examination of the work and final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for the FCI to recover the same from him in the manner prescribed in sub clause (i) of this contract 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 dully paid by the FCI to the contractor.

Provided the FCI shall not be entitle to recover any sum overpaid, not the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Chief Engineer or Engineer-in-Charge on the one hand and the assessment by the Chief Engineer or the Engineer-in-Charge.

CLAUSE 29. (2) Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract, may be appropriated by the Corporation and set off against any claim of the Corporation for the payment of a sum of money arising out of or of under any other contract made by the contractor with the Corporation.

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 20 miles of the controlled area. Subject as above the contractor shall employ imported labour only ie., depot imported labour or labour imported by 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.

No. of Corrections :

No. of Overwritings :

The Contractor shall immediately remove any labourer who may be pointed out by the Engineer-in-Charge as being coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to the Corporation a sum calculated at the rate of Rs. 10 per day labour. The certificate of the Engineer-in-Charge about the number of coal mining or controlled area labour and the number of days for which they worked shall be final and binding upon all parties to this contract.

It is declared as 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 the Indian Contract Act, 1872.

Explanation :- "Controlled area" means the following areas:

Bihar	:	Districts of Manbhum, Hazaribagh, Sumtra Sub Division of Santal Parganas.
West Bengal	:	District of Bankura, Birdhum, Burdwan.
Chhattisgarh	:	District of Bilaspur.

Any other area which may be declared as "Controlled area" by or with the approval of the Central Government, for works at Delhi.

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

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

Contractor

35

Asst. Genl. Manager (CE / E&M)

No. of corrections :

No. of overwritings :

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 Corporation, 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 Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor in this account.

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

CLAUSE 33. Notwithstanding anything contained to the contrary in any or all of the clauses of this contract, where any materials for the execution of the contract and procured with the assistance of the Corporation either by issue from Corporation stocks or purchase made under orders or permits or licenses issued by the Corporation the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the permission of the Corporation and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charge 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 terms of the licence or permit any of for criminal breach of trust, be liable to the Corporation for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

CLAUSE 34. (i) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of paintings started. 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 Engineer-in-Charge shall be made and the material returned to the contractors. The contractor

No. of Corrections :

No. of Overwritings :

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 Engineer-in-Charge in writing.

(ii) 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 his period.

CLAUSE 35. The whole work may be split up between two or more contractors or accepted in part and not in entirety, if considered expedient.

CLAUSE 36. (i) Sales tax or any other tax on materials in respect of this contract shall be payable by contractor and Corporation shall not entertain any claim whatsoever this respect.

(ii) In pursuance to or under any law such notification or order any royalty, cess fees or the like becomes payable by the Food Corporation of India and does not at 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 in such a case it shall be lawful for the Corporation and it will have a right to be entitled to recover the amount paid in the circumstance aforesaid, from the dues of the contractor.

“The rates quoted by the contractors shall be inclusive of Sales-tax and no Sales-tax shall be payable in addition to the contracted cost. In Cases, where the local Sales tax enactment provide for the deduction of Sales tax at source, the same will be deducted at that rates specified in such enactment from the bills of the contractors and deposited with the Sales-tax authorities without any liability on FCI”

CLAUSE 37. Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Executive Engineer on behalf of the Food Corporation of India shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 38. No Engineer of Gazetted rank or other Gazetted Officers employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years of his retirement from Government service without the previous permission of Government of India. 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 Government of India as aforesaid before submission of the tender or engagement in the contractor's service as the case may be.

No. of corrections :

No. of overwritings :

CLAUSE 38 A. The contractor shall comply with the provisions of the apprentices, Act, 1961 and the rules and the orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the General Manager (Engg.) May in his discretion cancel the contract. The contract shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the act.

CLAUSE 38B. The contractor shall employ the following technical staff during the execution of this work :

- (1) One qualified graduate Engineer when the tendered cost of work to be executed is more than 5 lakhs.
- (2) One qualified diploma holder (Overseer) / (Junior Engineer) when tendered cost of work to be executed is more than Rs.2 lakhs but less than 5 lakhs. The technical staff should be available at site, whenever required by Engineer-in-Charge to take instructions.

In case the contractor fails to employ the technical staff as aforesaid he shall be liable to pay a reasonable amount not exceeding a sum of Rs.4000/- (Rupees Four thousand only) for each month of default in the case of graduate Engineer and Rs.2000/- (Rupees two thousand only) for each month of default in the case of diploma holder (Junior Engineer) / (Overseer).

The decision of the Engineer-in-Charge as to the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor as to the amount and the contractor's liability to pay the said amount.

For sanitary and Water Supply works:

The contractor shall employ the following technical staff during the execution of the work :

- (1) One qualified diploma holder (junior Engineer/Overseer) with an experience not less than 5 years out of which atleast one year should be in a sanitary Engineering or water supply works when the tendered cost of work to be executed is more than Rs.25,000/-

The technical staff should be available at site whenever required by Engineer-in-Charge to take instructions. In case the contractor fails to employ the technical staff as aforesaid he shall be liable to pay reasonable amount not exceeding Rs.1000/- (Rupees one thousand only) for each month of default.

The decision of the Engineer-in-Charge as to the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account and the contractor's liability to pay the said amount.

No. of Corrections :

No. of Overwritings :

For Electrical Works:

The contractor shall employ the following technical staff during the execution of this work:

- (1) A university degree in electrical engineering and having experience of not less than 3 years or a diploma holder with not less than 7 years experience, when the tendered cost of the work to be executed is more than Rs.1 lakh.
- (2) One qualified junior engineer possessing a diploma in electrical Engineering and having experience of not less than 3 years, or graduate Engineer with 2 years experience when the tendered cost of the work to be executed is more than Rs.50,000 and up to Rs. 1 lakh.
- (3) One qualified Overseer/Junior Engineer possessing a diploma in electrical Engineering and having experience of not less than 3 years when the tendered cost of work to be executed is more than Rs.25,000/- and upto Rs.50,000/-.
- (4) One licensed supervisor having experience of not less than 3 years when the tendered cost of work to be executed is more than Rs.5,000/- and upto Rs.25,000/-.

The technical staff should be available at site when ever required by Engineer-in-Charge to take instructions, In case the contractor fails to employ the technical staff as aforesaid he shall be liable to pay reasonable amount not exceeding the amount shown below against each for each month of default.

- (1) In case where graduate Engineer (Elec.) is required to be appointed Rs.2000/-
- (2) In case where a qualified diploma holder, Junior Engineer / Overseer (Elect) is required to be appointed Rs.1,000/-.
- (3) In case where a licensed supervisor is required to be appointed Rs.500/-.

The decision of the Engineer-in-Charge regarding the period for which the required technical staff was not employed by the contractor and the reasonable of the amount to be deducted on this account shall be final and binding on the contractor as to the amount and contractor's liability to pay the said amount.

No. of corrections :

No. of overwritings :

CLAUSE 39. (i) The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Engineer-in-Charge at a place where directed by him, if by a notice in writing under his hand, he shall so require. Credit for such material will be given at the prevailing market rate not exceeding the amount charged from him, excluding the storage charges levied at the time of issue of materials to him. The contractor shall also not be entitled to cartage and incidental charges and for returning the surplus materials from and to the stores wherefrom they were issued.

(ii) After the completion of work, theoretical quantity of cement to be used in the work shall be calculated on the basis of the constants adopted in the Central Public Works Department for similar items of work and where these are not applicable it shall be calculated on the basis of formula laid down by the superintending engineer. Over this theoretical quantity of cement shall be allowed a variation upto 5 percent plus/minus for works the estimated cost of which as put to tender is not more than Rs.4 lakhs; upto 4 percent plus/ minus for works the estimated cost of which put to tender is more than Rs.4 lakhs but upto Rs.5 lakhs and upto 3 percent plus/ minus for works the estimated cost of which put to tender is above Rs.5 lakhs. The difference in the quantity of cement actually issued to the contractor and the theoretical quantity including authorised variations if not returned by the contractor shall be recovered at twice the issue rate without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. In the even of it being discovered that the quantity of cement used is less than the quantity ascertained as hereinbefore provided (allowed variations on the minus side as stipulated above), the cost of the quantity of cement not so used shall be recovered from the contractor on the the basis of stipulated issue rate including storage charges and cartage to site. The above provisions shall apply in the case of steel reinforcement or structural steel sections, except that the theoretical quantity of steel shall be taken as the quantity required as per design or authorised by the Engineer-in-Charge, including authorised lappages plus 5 percent wastage due to cutting into pieces. Over this theoretical quantity plus 5 percent and minus 4 percent shall be allowed as variation due to wastage being more or less.

(iii) The provision made above are without prejudice the the right of the Corporation to take action against the contractor under the conditions of the contract for not doing the work according to the prescribed specification.

(iv) After the completion of the work, the theoretical quantity of bitumen to be used on work shall be calculated on the basis of quantities of bitumen to be used in different items of work provided in D.S.R. or in respect of agreement which does not provide for/or/authorise application of DSR the theoretical quantity of bitumen to be issued in work shall be calculated on the basis of

No. of Corrections :

No. of Overwritings :

standard formula as laid down by the Chief Engineer. Over the said theoretical quantity of bitumen, variation upto plus (excess) 2 1/2 percent shall be allowed.

The difference in the quantity of bitumen actually issued to the contractor, and theoretical quantity including the above-mentioned authorised variation if not returned by the contractor, shall be recovered at twice the issue rate of bitumen including storage charges without prejudice to the relevant conditions regarding return of material governing the contract. In the event of it being discovered that the quantity of bitumen used is less than the quantity calculated in the manner aforesaid, (No variation on the lower side shall be allowed) the cost of quantity of bitumen not so used, shall be recovered from the contractor on the basis of stipulated issue rate including storage charges and cartage thereof to site.

(v) The provisions made above are without prejudice to the right of the FCI to take action against the contractor under conditions of the contract for not doing the work according to the prescribed specification.

(vi) The materials shall be issued to the contractors at the place of delivery as mentioned in the schedule. If these are delivered at any other site the difference due to cartage will be adjusted accordingly. The contractor shall have to cart at his cost the materials to the site of the work as soon as these are issued. The Materials shall be issued between the working hours and as per rules of the FCI godowns as framed from time to time.

(vii) The contractor shall bear all incidental charges for cartage, storage and safe custody of materials.

(viii) M.S. bars, flats, tees, angles, cold twisted steel bars, etc., shall be used in lengths as available in the stores. No claim on this account shall be entertained.

(ix) The contractor shall construct suitable godowns at the site of work at his own cost for storing the materials safe against damage due to sun, rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose at his own cost.

(x) The cement bags shall be stored in separate godown with pucca floor and weather proof roof and walls. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with the Junior Engineer-in-Charge of work and that of the other lock with the authorised agent of the contractor at the site of work, so that the cement is removed from the godown according to the daily requirement with the knowledge of both the parties.

The cement bags shall be stacked on proper floor consisting of two layers of dry bricks or any other suitable material such as wooden planks etc., locally available laid on well consolidated

No. of corrections :

No. of overwritings :

earth at a level at least 30 cm above the ground level. The stacks shall, be in rows of 2 deep and 10 high with a minimum of 60 cm. clear space all round. The bags should be placed horizontally continues in each line as per the accompany sketch.

(xi) They day to day receipt and issue accounts of materials shall be maintained by the Engineer-in-Charge in the prescribed proforma accompanied herewith and signed daily by the contractor or his authorised agent.

Clause pertaining to damage to works in consequence of hostilities or warlike operations.

“The work (whether fully constructed or not) and all materials, machines, tools, and plant, scaffolding, temporary buildings and other things constructed therewith shall be at the risk of contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to the effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operations the contractor shall when ordered in writing by the Engineer-in-Charge remove any debris from the site, collect and properly stack or remove in store all unserviceable 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 materials and for their construction of all work ordered by the engineer-in-Charge, such payment 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 Engineer-in-Charge upto Rs.6000/- and by the Superintending engineer concerned for higher amount. the contractor shall be paid for the damage, construction suffered and for restoring the materials at the rates based on the analysis of the rates tendered for in accordance with the provision of this agreement. The certificate of the Engineer-in-Charge 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 consequence of hostilities or war like operations (a) unless the contractor had taken all such precautions against Air-Raids as necessary by the A.R.P. Officer or the Engineer-in-Charge (b) for materials etc., not on the site of work or for any tools, plant, machinery, scaffolding, temporary buildings and other things not in tendered 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 Engineer-in-Charge.

PRICE VARIATION CLAUSES
For works 18 (Eighteen) Months or Less

This clause provides for reimbursement to contractor of escalation caused, as a direct result of coming into force of any fresh law or statutory rule or order (but not due to any changes in Sales tax), in the price of material incorporated in the works and OT wages of labour and the increase exceeds ten (10) percent of the price and/or wages which were prevailing at the time of receipt of tender for the work. Further such increase should have happened during the progress of the work and the increases not attributable to delay in the execution of the contract within the control of the contractor. Such increase is payable due to increase/rise in price of material/or wages during the progress of work effective from date of issue of award letter.

The operation of the clause includes both increase as well as decrease in price of material and or the wages of labour.

Liability for personnel

The contractor shall be liable for making contributions, in accordance with the provisions of the Employees' Provident Fund Act, 1952 and the Scheme framed thereunder, the respect of the labour employed by him. The contractor shall recover the amount payable by such employees and pay to the Corporation i.e. the principal employer under the said Act, the amount of members' contribution together with an equal amount of his contribution. If, on account of the default or the contractor in making such payments or for any other reason, the Corporation makes such contribution on behalf of the contractor, the contractor shall be bound to reimburse the Corporation such contribution made by it. The Corporation shall be entitled to set off against the amounts due to the Corporation, the contributions made by it on account of his default in making payments or otherwise, in respect of the labour employed by the contractor.

The contractor shall also maintain such records and also submit such returns as Prescribed under the Act to the Authority designated in the IPF Act, 1952 and the Scheme framed thereunder, and The General Manager (TN), Food Corporation of India. The contractor shall also make available such records, and returns as may be prescribed and or demanded for inspection to the officers of the Regional Provident commissioner and to The General Manager (TN), Food Corporation of India or an Officer authorised by him or acting on his behalf.

No. of corrections :

No. of overwritings :

Schedule showing (approximate) materials to be supplied by the Food Corporation of India under Clause 10 of the conditions of contract for 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
	Unit	Rs.	P.	
--NIL--				

NOTE : The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-Charge on the issue of the form prior to the submission of the tender.

Contractor

44

R. Laxshankumar

Assistant.Genel.Manager(CE)

SAFETY CODE**Safety Code:**

(i) Suitable scaffolds should be provided 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 used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical)

(ii) Scaffolding or staging more than 12 ft. above the ground or floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached bolted, braced and otherwise secured at least 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.

(iii) Working platform, 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 then 12 feet above ground level, or floor level, they should be closely boarded, should have adequate width and should be suitably fastened, as described in (ii) above.

(iv) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or material by providing suitable fencing or railing whose minimum height shall be 3'-0".

(v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 30 feet in length while the width between side rail in rung ladder shall in no case be less than 11-1/2" for ladder upto and including 10 feet in length. For longer ladder this width should be increased at least 1/4" for each additional foot or length. Uniform step spacing shall not exceed 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 proceeding to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such persons.

No. of corrections :

No. of overwritings :

(vi) Excavation and Trenching - All trenches, four feet or more in depth, shall at all times be supplied with at least one ladder for each 100 feet in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 3' above the surface of the ground. The side of the trench which are 5' or more in depth shall be stopped back to give suitable slope or securely held by timber bracing, so as to avoid the dangers of sides to collapse. The excavated material shall not be placed within 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 of bottom, Under no circumstances undermining or undercutting shall be done.

(vii) Demolition- Before any demolition work is commenced and also during the process of the work :

- (a) All roads and open areas adjacent to the work site shall either be closed or suitably protected;
- (b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged;
- (c) 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 tender it unsafe.

(viii) All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by these concerned :

- (a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- (b) 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.
- (c) Those engaged in welding works shall be provided with welder's protective eyesightlids.
- (d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (e) When workers employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and manholes so opened

No. of Correctings :

No. of Overwritings :

shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

- (f) The contractor shall not employ men below the age of 18 years and women 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:
- (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - (ii) 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 dry runned and scrapped.
 - (iii) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
 - (ix) When the work is done near any place where there is risk of downing, all necessary equipment 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 sustained during the course of the work.
 - (x) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :
 - (a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
 - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be durable quality and adequate strength, and free from patent defects.

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

No. of corrections :

No. of overwritings :

3. In case of every hoisting machine and of every chain ring hook, shackle suivel and pully 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 above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated, No part of any machine or any geared referred to above in this paragraph shall be loaded beyond the sage working load except for the purpose of testing.

4. In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractors machines, the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

(xi) Motors, gearing, transmission, electric wiring and other dangerous part 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 precaution should be taken to reduce and to minimise the risk of any part of a suspended load becoming accidentally displaced. When workers 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 good conductors of electricity.

(xii) All scaffolds, ladders and safety devices mentioned or described herein shall be maintained in sage 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.

(xiii) 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.

(xiv) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the labour Officer, Engineer-in-Charge of the department or their representative.

(xv) Notwithstanding the above Clauses from (i) to (xiv) 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 CONTRACTORS.**

Application :

These rules shall apply to all building and construction works in charge of Food Corporation of India.

2. Definitions :

- (1) "Work place" means a place at which, at an average 50 or more workers are employed in connection with construction work.
- (2) "Large work place" means a place at which, at an average 500 or more workers are employed in connection with construction

3. First Aid :

- (a) At every work place, there shall be maintained in a readily accessible place first aid appliance including an adequate supply of sterilised dressings and sterilised cotton wool. The appliances shall be kept in good order and, in large work place they shall be placed under the charge of a responsible person who shall be readily available during working hours.
- (b) At large work places, where hospital facilities are not available within easy distance of the work, First Aid post shall be established and be run by a trained compounder.
- (c) Where the large work places are remote from regular hospitals, indoor ward shall be provided with one bed for every 250 employees.
- (d) Where large work places are situated in cities, in towns or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals suitable transport shall be provided to facilitate removal of urgent cases to the hospitals. At other work places, some conveyance facilities such as a car, shall be kept readily available to take injured persons or persons suddenly taken seriously ill to the nearest hospital.

No. of corrections :

No. of overwritings :

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

- (i) Adequate washing and bathing places shall be provided, separately for men and women.
- (ii) Such places shall be kept in clean and drained condition.

6. Scale of Accommodation in Latrine and Urinals

There shall be provided within the precincts of every work place latrine and urinals in an accessible place, and the accommodation, separately for each of them, shall not be less than the following scale :

	No. of Seats
(a) Where the number of persons does not exceed 50	2
(b) Where the number of persons exceeds 50, but does not exceed 100	3
(c) For every additional 100 in particular cases the Executive Engineer shall have the powers to vary the scale, if necessary	3 per 100

Contractor

50

Asst. Genl. Manager (CE / E&M)

7. Latrines and Urinals for Woman & Men :

If women are employed, separate latrines and urinals, screened from those for men and marked in the vernacular in conspicuous letters "For women only". Shall be provided on the scale laid in rule 6. Those for men shall be similarly marked "For men only". A poster showing the figure of a man and a woman shall also be exhibited at the entrance of latrine for each sex. There shall be adequate supply of water close to the urinals and latrine.

8. Latrines and Urinals :

Except in work places provided with water flushed, latrine, connected with a water borne sewage system, all latrines shall be provided with receptacles on dry-earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receptacles shall be tarred inside and out side at least once a year.

9. Construction of Latrines :

The inside wall shall be constructed of masonry of some suitable heat-resisting non-absorbent material and shall be cement-washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrine will not be of a standard lower than borne-hole system and should have thatched roofs.

10. 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 approved by the Assistant director of Public Health or the Municipal Medical Officer of Health, as the case may be, in whose jurisdiction the work place is situated. Alternatively excreta may be disposed of by putting a layer of nightsoil at the bottom of pucca tank prepared for the purpose and covering it with a 6" layer of waste or refuse and then covering it up with a layer of earth for a fortnight (when it will turn into manure).

11. Provision of Shelters during rest :

At every work place there shall be provided, free of cost, two suitable sheds one for meals and the other for rest separately for men and women for the use of labour. The height of the shelter

No. of corrections :

No. of overwritings :

shall not be less than 11 feet from the floor-level to the lowest part of the roof. The sheds should be roofed with at least thatch and mud flooring will be provided with a dwarf wall around not less than 2-1/2 feet. Sheds should be kept clean and the space should be on the basis of at least 5 square feet per head.

12. Creches :

(a) At every work place, at which 50 or more women workers are ordinarily employed, there shall be provided two huts for the use of children under the age of 6 years belonging to such women. One hut shall be used for infants' game sand play, and the other as their bed-room. The huts shall not be constructed on a lower standard than the following:

- (i) Thatched roofs ;
- (ii) Mud floors and walls ;
- (iii) Planks spread over the mud floor and covered matting.

The huts shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweeper to keep the place clean. There shall be two Dais in attendance. Sanitary utensils shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to children, their attendants and mothers of the children.

(b) Where the number of women workers is more than 25 but less than 50, the contractor shall provided at least one hut and one Dai to look after the children of women workers.

(c) The size of creche or creches shall vary according to the number of women workers.

(d) The creche or creches shall be properly maintained and necessary equipment like toys, etc., shall be provided.

13. Canteen :

A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered expedient.

14. The above rules shall be incorporated in the contracts and in notice inviting tender and shall form an integral part of the contract.

CONTRACTOR'S LABOUR REGULATIONS**Short Title**

1. These regulations may be called the "Contractors, Labour Regulation"

2. Definitions : In these regulations, unless otherwise express or indicated, the words and expression shall have the meaning hereby assigned to them respectively that is to say.

(i) "Labour" means worker employed by the Corporation's contractor directly or indirectly through a sub-contractor or other person or by an agent on his behalf on payment of wages not less than fair wages and will include supervisory staff like Overseers etc., as under the Provision of contract labour (Regulation and Abolition) Act 1970

(ii) "Fair Wages means wages whether for time or piece work notified at the time of inviting tenders for the work and where such wages prescribed by the Government of India in the Ministry of Labour and Employment vide S.O. No.1977 published in the Gazette of India, Extraordinary part II Section(3) Sub-/section(ii) dated 19-5-1969 and modifications issued time to time under minimum wages act.

(iii) "contractors" shall include every person whether a sub-contractor or head man or agent employing labour on the work, taken on contract.

(iv) "Wages" shall have the same meaning as defined in the payment of Wages Act and include time and piece rate wages.

2a. 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.

2b. When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid overtime for the extra hours put in by him at double the ordinary rate of wages.

2c. Every worker shall be given a paid weekly holiday normally on Sunday in accordance with the provision so of minimum wages (Central rules 1960 as amended from time to time irrespective or whether such worker is governed by the minimum wages Act 1948 or not)

3. Display of Notice regarding Wage etc. - The contractor shall observe and abide by all the persons of contract labour (Regulation of Abolition) Act 1970 and shall.

No. of corrections :

No. of overwritings :

- (a) Before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the work, notice in English and in the local Indian Language spoken by the majority workers, giving the rate of wages which have been certified by the Executive Engineer. Regional Labour commissioner, as fair wages and the hours of work for which such wages are earned, and
- (b) send a copy of such notice to the certifying officer.

4. Payment of Wages - (i) wages due to every worker shall be paid to him direct. (ii)

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

- (iii) Arrears claimed after 3 months after the completion of the work shall not be entertained.

5. Fixation of Wages Periods - (i) The contractor shall fix the wage periods in respect of which the wages shall be payable.

The Minimum daily rates of wages fixed under Notification of the Government of India in the Ministry of Labour and Employment No. S.O. 1977 dated 19th May, 1969 are inclusive of wages for weekly day of rest, and question of extra payment for weekly holiday would not arise.

- (ii) No wage period shall exceed one month.
- (iii) Wages of every worker employed on the contract shall be paid (a) in case of establishments in which wage period is one week within 3 days from the end of the wage period and (b) in the case of other establishments before the expiry of the 7th day or 10th day from the end of the wages period according as the number of workers employed in such establishments does not exceed 1000 or exceeds 1000.
- (iv) When 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 day exceeding the one on which his employment is terminated.
- (v) All payment of wages shall be made on a working day except when the work is completed before the expiry of the wage period, in which case final payment shall be made within 48 hours of the last working day at work-site and during the working time.

Note : The term "working day" means a day on which the work on which the labour is employed, is in progress

6. Wage book and Wage Slips etc.,

(i) The contractor shall maintain a Wage Book of each worker in such form as may be convenient at the place of work, but the same shall include the following particulars:

- (a) Name of the worker
 - (b) Rate of daily or monthly wages .
 - (c) Nature of work on which employed.
 - (d) Total number of days worked during each wage period.
 - (e) Dates and periods for which worked overtime.
 - (f) Gross wages payable for the work during each wage period.
 - (g) All deduction made from the wage with an indication in each case of the ground for which the deduction is made.
 - (h) Wages actually paid for each wage period.
 - (i) Signature or thumb impression of the worker.
- (ii) The contractor shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day of disbursement of wages.
- (iii) The contractor shall issue an Employment Card in the prescribed form III to each worker on the day of work or entry into his employment. if the worker as already any such card with him from the previous employer, the contractor shall merely endorse that employment Card with relevant entries. On termination of employment the Employment card shall again be endorsed by the contractor and returned to the worker.
- (iv) The contractor shall issue attendance-cum-wages Card as per Form IV attached to each worker on the day of each worker on entry into his employment.

7. Register of unpaid Wages-The contractor shall maintain a register of unpaid wages in such form as may be convenient at the place of work but the same shall include the following particulars.

No. of corrections :

No. of overwritings :

- (a) Full particulars of the labourers where wages have not been paid.
- (b) Reference number of the muster roll and wage register.
- (c) Rate of Wages
- (d) Wage period
- (e) Total amount not paid.
- (f) Reasons for not making payment
- (g) How the amount of unpaid wages was utilised.
- (h) Acquaintance with date

8. 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 the Medical Officer.
- (k) Claim required to be paid under Workmen's Compensation Act.

No. of Corrections :

No. of Overwritings :

- (l) Date of payment of compensation.
- (m) Amount paid with details of persons to whom the same was paid.
- (n) Authority by whom the compensation was assessed.
- (o) Remarks.

9. Fines and Deductions which may be from Wages -

- (i) The wages of 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 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, advance granted shall be entered in a register.
 - (e) Any other deduction which the Central Government may from time to time allow.
- ii) No fine should be imposed on any worker save in respect of such acts and omission on his part as have been approved by the Chief Labour Commissioner.
- iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the 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.

No. of corrections :

No. of overwritings :

10. Register of fines, etc. - (i) The contractor shall maintain a register of fines and a register of fines and a register of deductions for damage or loss in Form Nos. 1 and 2 respectively which should be kept at the place of work.

(ii) The contractor shall maintain both in English and the local Indian Language, a list approved by the Chief Labour Commissioner clearly stating the acts and omissions for which penalty or fine may be imposed.

Witnesses : on a workman and display it in a good condition in a conspicuous place of the work.

11. Preservation of Registers - The wage book, the wage slips, the register of unpaid wages; the Register of accidents, the register of fines, deductions required to be maintained under their regulations shall be preserved for 12 months after the date of last entry made in them and shall be made available for inspection by the Engineer-in-Charge, Labour Welfare Officer or any other officer authorised by the Chief Labour Commissioner in this behalf.

12. Powers of Labour Welfare Officer to make Investigations of Enquiry - The Labour Welfare Officer or any other person authorised by the Central Government 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 these 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 Welfare Officer - The labour Welfare Office of other persons authorised as aforesaid shall submit a report of his Investigation or enquiry to the Executive Engineer 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 14 of these regulations actual payment to the labourers will be made by the executive Engineer after the Regional labour Commissioner has given his decision on such appeal.

(a) The Executive Engineer shall arrange payments to the labourers concerned within 45 days from the receipt from the Labour Welfare Officer or the Regional labour Commissioner as the case may be

14. Appeal against the decision of Labour Welfare Officer - Any person aggrieved by the decision and recommendations of the Labour Welfare Officer or other person so authorised may appeal against such decision to the Regional Labour Commissioner concerned within 30 days from date of decision, forwarding simultaneously a copy of his appeal to the Executive Engineer 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 to which the trade union referred to in Clause (a) is affiliated.
 - (c) Where the employee is not a member of any registered Trade union, by any officer of a registered trade union, connected with, or by any other workman, employed, in the industry in which the worker is employed.
- (ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :
- (a) An officer of an association of employers of which he is a member.
 - (b) An officer of a federation of associations of employers to which the 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 employers, connected with, 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 Book and Slip - The contractor shall allow inspection of the wage books and the wage slips, the register of unpaid wages, the register of accident, and the register of fines and deductions to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Welfare Officer or any other person, authorised by the Central Government 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 or effect of those regulations the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner to the Government of India, or any other person authorised by the Central Government in that behalf shall be final.

Contractor

FORM I
REGISTER OF FINES [Regulation 10 (i) (Employer)]

Sl. No.	Name	Father's / Husband's Name	Sex	Department	Nature & date of the offence of which fine imposed	Whether workman showed cause against fine or not, if so, enter date	Rate of Wages	Date and amount of fine imposed	Date on which fine realised	Remarks
No. of corrections :										

60

FORM II
REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE EMPLOYER BY THE NEGLIGENCE OR DEFAULT OF THE EMPLOYED PERSONS [Regulation 10 (i) (Employer)]

Sl. No.	Name	Father's / Husband's Name	Sex	Department	Damage or loss caused with date	Whether worker showed cause against deduction if so, enter date	Date & amount of deduction imposed	Number of Instalments, if any	Date on which total amount realised	Remarks

Asst. Genl. Manager (CE/E&M)

No. of overwritings :

No. of Corrections :

No. of Overwritings :

FORM III
EMPLOYMENT CARD (Regulation 6 (iii))

Name and sex of the worker

age or date of birth

Father's Name

Identification marks

Address

Particulars of next of kin (wife and children, if any or of dependent next of kin in case the worker has no wife or child) :-

NAME.....

Full address of dependents (Specify

Village, District and State)

Sl.No.	Name and address of employer (specify whether a contractor or a sub-contractor)	Particulars of location of work site and description of work done	Total period for which the workerto.....)	Actual number of days worked	Leave taken (Number of days should be specified)

BACK SIDE ON THE CARD

Serial No as on reverse	Nature of work done by the worker	Wage period	Wage rate (with particulars of unit in case of piece work)	Total wage earned by the worker during the period shown under column 5	Remarks	Signature of the employer

N.B.---- If the worker is employed both on piece and rates the relevant entries in each case should be made separately.

Contractor

61

Asst. Genl. Manager (CE / E&M)

No. of corrections :

No. of overwritings :

FORM IV
ATTENDANCE - CUM - WAGE - CARD

No.

Name of Contractor

Name of the work

Name of the worker

Designation

Rate of wages

Name	Attendance	Signature of person marking attendance	Remarks

Wage	Period	Date on which overtime worked	Gross Wages payable	Deduction, if any	Actual Wages paid	Date of payment	Signature of the worker

Contractor

62

Asst. Genl. Manager (CE / E&M)

No. of Corrections :

No. of Overwritings :

FORM V

The contractor shall maintain a register of Maternity (Benefit) in the prescribed form as shown below and the same shall be kept at the place of work.

REGISTER OF MATERNITY BENEFIT

Clause 19F of the Conditions of Contract

Name and address of contractor of (S).....

Name & location of the work.....

Name of the employee	Father's / Husband's Name	Nature of employment	Period of actual appointment	Date of which notice of confirmation	Date of delivery / miscarriage
1	2	3	4	5	6

Date on which maternity leave commenced and ended				Leave pay paid to the employee			
In case of delivery		In case of miscarriage		In case of delivery		In case of miscarriage	
Com-menced	Ended	Com-menced	Ended	Rate of leave pay	Amount paid	Rate of leave pay	Amount paid
7	8	9	10	11	12	13	14

Specimen form of the Register regarding Maternity Benefit admissible to contractor's labour

- Name of work
- Name of the contractor
- 1. Name of the woman and her husband's name
- 2. Designation
- 3. Date of appointment
- 4. Dates with months and years in which she is employed
- 5. Date of discharge/dismissal if any
- 6. Date of production of certificate in respect of pregnancy
- 7. Date on which the women 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 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 women to receive the payment of the maternity benefit after her death.
- 13. If women, 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)

Contractor

63

Asst. Genl. Manager (CE / E&M)

No. of corrections :

No. of overwritings :

**SCHEDULE OF FAIR WAGES PUBLISHED VIDE THE EXTRA ORDINARY
GAZETTE OF INDIA
Part II Section (3) Sub - section (ii) Dated 19-5-69**

Sl. No.	Categories of employees wages per day i.e.i/c the wages for weekly day of rest.		All inclusive minimum rates of	
			Rs.	P.
1. Bhisti				The fair wage rates prevailing in the district on the date of receipt of tender and any notification subsequently by the respective State Government / Central Government.
2. Black - smith	(1)	1st Class		
	(2)	2nd Class		
3. Carpenter	(1)	1st Class		
	(2)	2nd Class		
4. Chowkidar				
5. Coolies	(a)	Male (Belder)		
	(b)	Female (Coolies)		
6. Fitter Class I				
7. Asst. Fitter or 2nd Class Fitter				
8. Mason (Bricklayer)	(a)	1st Class		
	(b)	2nd Class		
9. Mason for stone work	(a)	Plain		
	(b)	Ornamental		
10. Mate				
11. Maistry Class I				
12. Painter				
13. Rock cutting labourer	(a)	Excavator		
	(b)	Breaker		
	(c)	Hole Driller		
	(d)	Stones Chiseller		
14. Sewerman				
15. Skilled Belder (for floor rubbing etc.,)				
16. White washer (unskilled)				
17. 5 donkeys with man				
18. Welder				
19. Stone cutter	(a)	1st Class		
	(b)	2nd Class		
20. Driver for mixer, truck and Road Roller.				

Note: 1. The minimum rates of wages shall consist of an all inclusive rates and include also the wages for weekly day of rest.

2. The minimum rates of wages for young persons below 18 years of age and for disabled persons shall be 70% of the rates payable to adult workers of the appropriate category.

ADDITIONAL CONDITIONS AND SPECIFICATIONS

I. GENERAL SPECIFICATIONS

1.1 C.P.W.D. Specification 1996 Vol. I to Vol. VI for building works shall be followed with correction slips upto date and revised CPWD specification 2002 for mortar, cement, concrete of RCC. In case of Building works and services and electrical works should there be any difference between the Central Public Works Department specification mentioned above and in specification of schedule of quantities, the latter ie. the specification of schedule of quantities shall prevail. For items of works not covered in the cpwd specifications or where the CPWD specifications are silent on any particular point, the relevant specifications or code of practice of the Indian Standard Institution shall be followed.

1.2 Should any clarification be needed regarding the specifications for any work the written instructions from the Engineer-in-Charge shall be obtained.

1.3 Civil contractor appointed for this work shall ensure that the Electrical Works are executed with the approval of the A.G.M. (Elect), FCI, or his authorized representative who will ensure about the possession of prescribed Electrical Licence and requisite experience for undertaking such work.

II. PARTICULAR SPECIFICATIONS

2.1 Assembly of Tubular Trusses : Tubular trusses with all accessories shall be supplied free of cost at site of work. Kinks, bends etc in the truss members and accessories straightened before hoisting and erection. Specifications and instructions issued by the manufacturer for erection of tubular trusses shall be strictly followed. Utmost care should be taken to ensure that no damage structurally or otherwise is done to the tubular truss members.

The rate quoted by the contractor for item No.... Includes all operations described above and in the nomenclature of the relevant item in the schedule of quantities. For the purpose of payment, the area shall be the horizontal projection of the roof excluding the eaves projection on all four sides. The length of the area shall be the distance from outside to outside face of gable walls. The width shall be the distance from the outer face to outer face of the longitudinal walls of the main godown. In the case of Verandah, the length of the projected area shall be the distance from outer edge to outer edge of the platform and the width shall be from column face to outer edge of the platform.

2.2 A.C. Sheet Roofing : A.C. Sheets and ridges for roofing shall be issued by the Corporation at site of work at the issue rates given in the schedule of materials to be supplied by the Food Corporation of India. A wastage upto 2% shall be admissible and for which the recovery shall be made on the issue rates. Any wastage in excess beyond the variation limit of 2% penal rate recovery at double the issue rate shall be effected on the excess consumption of A.C. Sheets and ridges.

If the sheets have to be cut to suit the exact requirement at site of work for the roofing nothing extra shall be paid for cutting the sheets. The end lap shall be 20 cms and side lap shall be half a corrugation for A.C.Sheets roofing. Other specifications for A.C. sheet roofing shall be as per Delhi C.P.W.D. specifications 1977 Vol.I with upto date correction slips.

2.3 In respect of Food Grain Godown, Ridge Level shall be taken as floor two (first floor) level. Nothing extra shall be paid for extra heights for all items for these structures.

III. DRAWINGS

3.1. The Drawings specified in the brief specifications could be seen in the Office of AGM (Engg.), Zonal Office, Food Corporation of India, Chennai during office hours.

No. of corrections :

No. of overwritings :

ADDITIONAL CONDITIONS FOR ELECTRICAL WORKS

1. The work shall be carried out as per IE Rules/CPWD General Specifications for Electrical Works 1972 Internal and 1974 (External) as amended upto date.
2. The work shall be carried out by an Electrical Contractor of appropriate class possessing requisite license and authority to handle this type as Installation covered by the contract
3. Requirements, if any of local Electricity Authority/electrical Inspectorate in respect of approval of the installation and sanction of Electrical power shall also be complied with by contractor on furnishing requisite documents, plans, schematic diagram etc.
4. The contractor shall help in co-ordinating with "Electric Supply Authority", in obtaining the service connection and the requisite test report in the prescribed form shall also be furnished.
5. Immediately on completion of work, the contractor shall carry out "testing of the installation" and shall submit report in the "form of completion certificate" as per appendix "E" of CPWD specifications referred above.
6. The contractor shall submit completion plan drawn to a suitable scale in tracing cloth with ink alongwith three blue print copies of the same.
7. The contractor should inspect the proposed site for the work and study all specifications and conditions carefully before tendering.
8. All inter-connections on the main board and distribution board shall be done with suitable size of cable drawn in conduits and end-terminations with appropriate lugs/thimbles.
9. MS/CI junction boxes shall be used for junction of conduits as per direction Engineer-in-Charge. These will not be measured separately but shall be measure in all directions alongwith the length of conduits.
10. All steel poles, switch boards, sheet metal panels, MS clamps etc., shall be applied with premier coat of paint before erection. Final painting shall be done in two coat after erection.
11. Where conduit pipes are to be laid along the trusses, these shall be fixed as per clause 14.17 (b) of CPWD specification referred above.
12. Execution of work shall be supervised by technical personnel of appropriate rank as required under the prescribed rules.

Contractor

66

Asst. Genl. Manager (CE / E&M)

No. of Corrections :

No. of Overwritings :

13. Any damage done by the contractor to any existing building and/or roads during the course of execution of work shall be made good by him at his own cost to the satisfaction of the Engineer-in-Charge.
14. The contractor shall maintain in good condition all work executed by him, till the completion and handing over of the entire work and nothing extra shall be paid for watch and ward if any.
15. The contractor shall take all precautions to avoid accidents and shall follow the "Safety procedure" as per appendix "C" CPWD specifications referred above.
16. The contractor shall consult the Engineer-in-Charge in writing regarding collections and stacking of material required for the work. He shall not stack any material in any place other than those approved by the Engineer-in-Charge.
17. The contractor shall execute the work as per programme drawn by the Engineer-in-Charge.
18. The rates quoted by the contractor should include all taxes, (Octroi, excise duty etc.) Nothing extra shall be payable to the contractor beyond the rates quoted by him.
19. The contractor will co-ordinate electrical works with the progress of civil engineering works. He will ensure that the Electrical works are completed, installation test reports submitted to Electrical supply authorities and approved by the Electrical Inspectorate concerned immediately after the civil works are completed.
20. In case of composite contracts where in Electrical works form a part of the composite work the main contractor shall ensure that the Electrical works are executed by a subcontractor (who shall be approved by the tender accepting authority) having appropriate registration for Electrical work of this magnitude and possessing prescribed Electrical license for undertaking such works-Name(s) of the party (ies), should be indicated while submitting the tender. Soon after the award of work, separate agreement for Electrical work shall be concluded with the DM (Elect) of the Corporation for execution and finalisation of payments regarding Electrical sub work.

Contractor

67

Asst. Genl. Manager (CE / E&M)

**ADDITIONAL CONDITIONS WHERE
CONTRACTOR HAS TO ARRANGE CEMENT / STEEL / ROOFING SHEETS etc.**

CONDITIONS FOR CEMENT

1. The contractor shall procure and use 43 grade (conforming to IS 8112) Portland cement, as required in the work from reputed manufacturers of cement such as A.C.C. L&T., J.P. Rewa, Vikram, Shri Cement, Birla Jute and Cement Corporation of India etc., and holding licence to use ISI certification mark for their product whose name shall be got approved from engineer-in-charge. Supply of cement shall be taken in 50 kg bags bearing manufacture's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provision of relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.
2. The cement shall be brought at site in bulk supply of approximately 30 tones or as decided by the Engineer-in-charge as per the requirement at site,
3. The cement godown of the capacity to store a minimum of 500 bags of cement shall be constructed as per CPWD specifications by the contractor at site of work for which no extra payment shall be made. Double lock provisions shall be made to the door of the cement godowns. The keys of the lock shall remain with the Engineer-in-charge or his authorised representatives and the keys of the other lock shall remain with the contractor. The Contractor shall be responsible for the Watch & Ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at any time.
4. The contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the contractor / department in the manner indicated below:
 - i) By the contractor, if the results show that the cement does not conform to relevant BIS codes.
 - ii) By the Department if the results show that the cement conforms to relevant BIS codes.
5. The actual consumption of cement on work shall be regulated and proper accounts maintained as provided in relevant provision of clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in relevant provision of clause 39 of the contract and shall be governed by conditions laid therein.
6. Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-Charge.

CONDITIONS FOR STEEL

1. The contractor shall procure steel reinforcement bars conforming to relevant BIS codes viz IS-432 for mild steel & IS 1786 for cold twisted bars from main producers Viz SAIL & TISCO etc. The contractor shall have to obtain and furnish test certificate to the Engineer-in-Charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Engineer-in-Charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to BIS codes and the same shall be and rejected and shall be removed from the site of work by the contractor at his own cost within a week's time of written orders from the Engineer-in-Charge to do so.
2. The steel reinforcement shall be brought to the site in bulk supply of 10 tonnes or more or as decided by the Engineer-in-charge.
3. The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion & corsion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy accounting and checking.
4. For checking nominal mass, tensilte strength, bend test, re-bend test etc., Specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below.

Size of bars	For consignment below 100 tonnes	For consignment over 100 tonnes
Under 10mm dia	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof
10mm to 16mm dia	One sample for each 35 tonnes or part thereof	One sample for each 45 tonnes or part thereof
Over 16mm dia	One sample for each 45 tonnes or part thereof	One sample for each 50 tonnes or part thereof

5. The contractor shall supply free of charge the steel required for testing. The cost of tests shall be borne by the contractor/Department in the manner indicated below:
 - i) By the contractor, if the results show that the steel does not conform to relevant BIS codes
 - ii) By the Department if the results show that the steel conforms to relevant BIS Codes.

No. of corrections :

No. of overwritings :

6. The actual consumption of Steel on work shall be regulated and proper accounts maintained as provided in relevant provision of Clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in relevant provision of clause 39 of the contract and shall be governed by conditions laid therein.
7. Steel brought to site and steel remaining unused shall not be removed from site without written permission of the Engineer-in-Charge.

CONDITIONS FOR AC SHEETS

1. The contractor shall procure AC Sheets (conforming to IS-459) as required in the work form reputed manufactures of AC sheets such as Eternit everest, Hyderabad Asbestors, UPAL etc. and holding licence to use ISI certificate mark for their product whose name shall be got approved from Engineer-in-charge. Ac sheets shall be used only bearing manufacturer's name and ISI marking. In case sheets arranged by the contractor does not bear ISI mark the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written orders from the Engineer-in-charge to do so.
2. The AC sheet shall be brought at site in sufficient quantity as required or as decided by the Engineer-in-charge.
3. The contractor shall be responsible for the Watch and Ward and safety of the AC sheets. The Contractor shall facilitate the inspection of the same by the Engineer-in-charge.
4. The contractor shall supply free of charge the AC sheets if required for testing. The cost of tests shall be borne by the contractor/Department in the manner indicate below.
 - i) By the contractor, if the results show that the AC sheets does not conform to relevant BIS codes.
 - ii) By the Department if the results show that the AC sheets conforms to relevant BIS codes.
5. The actual consumption of AC sheet on work shall be regulated and proper accounts maintain as provided in relevant provision of Clause 10 of the contract.

CONDITIONS FOR NON ASBESTOS HIGH IMPACT POLYPROPYLENE REINFORCED CEMENT 6 MM THICK CORRUGATED SHEETS

1. The contractor shall procure non asbestos high impact polypropylene reinforced cement 6 mm thick corrugated sheets (confirming to IS 14871) as required in the work from reputed manufacturers of such sheets and shall be got approved from Engineer-in-Charge. Non asbestos, high impact polypropylene reinforced cement 6 mm thick corrugated sheets shall be used only bearing ISI marking. In case sheets arranged by the contractor do not bear ISI mark, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.

No. of Corrections :

No. of Overwritings :

2. The non asbestos high impact polypropylene reinforced cement 6 mm thick corrugated sheets shall be brought at site in sufficient quantity as required or as decided by the Engineer-in-Charge.
3. The contractor shall be responsible for the watch and ward and safety for these roofing sheets, the contractor shall facilitate the inspection of the same by the Engineer-in-Charge at any time.
4. The contractor shall supply free of charge non asbestos high impact polypropylene reinforced cement 6 mm thick corrugated sheets if required for testing, the cost of tests shall be borne by the contractor/Department in the manner indicated below:
 - (i) By the contractor, if the results show that the sheets do not conform to relevant BIS Codes.
 - (ii) By the Department, if the results show that the sheets conform to relevant BIS codes.
5. The actual consumption of sheets on work shall be regulated and proper accounts maintained as provided in relevant provisions of clause 10 and 39 of the contract.

SPECIFICATION :

- i) The work shall be carried out as per description of the item given the schedule of quantities.
- ii) Particular specifications given below.
- iii) C.P.W.D. specification for works at Delhi - 1996 Vol. I to VII with correction slips upto date and revised, CPWD specifications 2002 for Cement Mortar, Cement Concrete and a RCC works.
- iv) Relevant IS code of practice
- v) The Direction of Engineer-in-Charge should be thereby conflict between (i) to (v) of specification mentioned above, they shall prevail in the same order given below

PARTICULARS OF SPECIFICATION

2.1. SPECIFICATION OF BRICKS

The bricks shall be uniform deep red cherry or copper colour and well burnt without being verified, reasonably rectangular in shape and size and shall have square sides and edges and parallel faces to ensure uniformity in the thickness of the courses of the brick work shall be free from the deep cracks of efforts scene whether dry or subsequent to soaking in water Slight clipping distinction of surface crackes not more than 100mm deep may be permitted, but the bricks should longitudinally a pass through guage of rectangular spinning with dimension of 10mm more than the standard size of the bricks.

No. of corrections :

No. of overwritings :

- 2.2. The bricks should not absorb water more than 1/5 of their own weight after being soaked for twenty four hours by immersion under water, the standard size of the bricks shall have minimum average crushing strength of 35 kgs/Sqm.
- 2.3. Where fractions of a half brick occur, the same shall be measure as half bricks provided such fraction exceeds 2 cms. Fractions of half brick upto 2 cms thickness shall be made up in mortar and paid for the specified thickness, the length and height of wall shall be measured correct to centimetre.

2.4. SPECIFICATION FOR RANDOM RUBBLE MASONARY :

The contractor is required to construct only random rubble masonry. However, he is at liberty to use the size stones in cubes which may be available in the local quarries and may resemble like course rubble masonry second sort after construction for which the contractor is not at all entitled for any extra payments. Laterite stone will not be permitted for stone masonry in substructure and super-structure. Detailed specifications are to confirm to those in CPWD Specification 1996 Vol.II

2.5. SPECIFICATION FOR COARSE SAND :

This shall be either rivers and or pit sand corresponding to Zone III which shall be used in plain cement concrete and reinforced cement concrete unless in CPWD specifications 1996 Vol.II & Revised specifications 2002 for Cement Mortar, Cement Concrete and RCC works it shall mean river sand and conforming to grading Zone III

2.6. SPECIFICATION FOR FIND SAND :

Wherever Jamuna sand is mentioned in CPWD specification 1996 Vol.II & Revised specifications 2002 for Cement Mortar, Cement Concrete and RCC works it shall mean river sand available corresponding to Zone V. As a guideline, find sand conforming to Zone IV can generally be obtained by mixing one part of Zone III sand and two parts of Zone V sand (By Volume.....)

- 2.7. If in the nominal nomenclature of the items only "SAND" is mentioned it shall be coarse sand for all concrete work and it shall be fine sand for plaster/pointing and plinth filling under floors.
- 2.8. In respect of item 2.1, P/L 1:5:10 the fine sand specification shall not be finer than Zone IV.
- 2.9. If any clarification is required regarding the specification of any work, the written instruction from the Engineer-in-charge shall be obtained.

No. of Correctings :

No. of Overwritings :

Food Corporation of India

The tenderer shall list below key men giving short resume of thier experience together with estimated peak and average labour force that he proposes to employ on this contract:

ORGANISATION CHART

Designation of key Personnel	Name and short resume of experience
---------------------------------	----------------------------------------

LABOUR FORCE

Estimated Peak Force

Estimated Average Force

Signature of Contractor

Contractor

73

Asst. Genl. Manager (CE / E&M)

No. of corrections :

No. of overwritings :

Food Corporation of India

The tenderer shall give below complete description of all the plant and equipment he proposes to use for execution of this contract:

PLANT AND EQUIPMENT

Sl. No.	Description of Plant and equipment	No.
------------	------------------------------------	-----

Signature of Contractor

Contractor

74

Asst. Genl. Manager (CE / E&M)

No. of Corrections :

No. of Overwritings :

FOOD CORPORATION OF INDIA

NEW DELHI

PROFORMA FOR AGREEMENT FORM

THIS AGREEMENT made this day ofTwo thousand
..... between the Food Corporation of India established under the Food
Corporation Act 1964, having its Head office at No. 16-20. Barakhamba Lane,
New Delhi - 110 001 and its Regional Office at (which
expression shall mean and include its successor or successors in office and assigns)
acting through the Asst. Genl. Manager (Engg.) Food Corporation of India.....
.....herein after called the "Corporation" on the one part
and M/s Shri

.....
..... here in after called the "Contractor" (which
expression shall mean and include their heirs, executors and administrators and assigns) of the other part.

WHEREAS The Corporation being desirous of having provided and executed certain works
mentioned, enumerated or referred to in the specifications conditions of contract, schedule of
quantities of works, drawings and other documents consisting of the "Tender" and acceptance
thereof copy hereto annexed all of which are deemed to form part of this contract and are
included in the terms CONTRACT when ever herein used.

AND WHEREAS The Corporation accepted to the tender of the
Contractor..... for the provision and the execution of the said work at the
rates stated in the schedule of quantities of work (herein after called the "schedule of Rates")
upto the terms and subject to the conditions of contract.

NOW THIS AGREEMENT WITNESSETH & IT IS HEREBY agreed and declared as follows:-

1. In consideration of the payments to be made to the Contractor for the work to be executed by
him, the Contractor does hereby covenant with the Corporation that the Contractor shall and
will duly provide, execute and complete the said works on or before the dates mentioned in
the said conditions attached to the tender documents and perform all other acts and things in
the contract mentioned or described or which are to be implied there from or may be
reasonably necessary, for the completion of the said works and in the manner and subject to
the terms and conditions of stipulations mentioned on the contract.
2. In consideration of the due provision, execution and completion of the said works the Corporation does
hereby, agree with the Contractor that the Corporation will pay to the Contractor the respective

Contractor

75

Asst. Genl. Manager (CE / E&M)

FOOD CORPORATION OF INDIA

INDENTURE FOR SECURED ADVANCES

PROFORMA

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of the certain specified quantity of work in given time).

This INDENTURE made the day of 2009between M/s. (hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and THE FOOD CORPORATION having its registered office at 16-20 Barakhamba Lane, New Delhi and acting through the Deputy General Manager / Executive Director of the other part hereinafter called the "CORPORATION".

WHEREAS by an agreement dated (hereinafter called the said agreement) the Contractor has agreed to execute the work of AND WHEREAS. The Contractor has requested the Corporation that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges and WHEREAS the Corporation has agreed to advance to the Contractor 75% of the value of the materials collected at the site and certified by the Engineer-in-Charge on the security of materials and quantities and other particulars of which are detailed in a running account bill signed by the contractor and the corporation has reserved to itself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of payment of the sum of Rs..... on or before the executive of those presents paid to the contractor by the Food Corporation (the receipt whereof the contractor does hereby acknowledge) and of such further advices (if any) as may be made to him as aforesaid, the contractor doth hereby covenant and agree with the Corporation and declare as follows:

- 1. That the said 75% payment paid by the Contractor to the Corporation as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.

No. of corrections :

No. of overwritings :

2. That the materials detailed in the said Running Account Bill which have been offered to and accepted by the Corporation as Security are absolutely the Contractor's own property and free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of Materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the Corporation against all claims to any materials in respect of which 75% advance payment has been made to him as aforesaid.

3. That the materials detailed in the said Running Account Bill and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by contractor solely in the execution of the said works in accordance with the direction of the Engineer-in-Charge, Food Corporation of India and in the terms of the said agreement.

4. That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer-in-Charge, Food Corporation of India, or any Officer authorised by him. In the event of the said materials getting damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof, the Contractor will forthwith repair and make good the same as required by the Engineer-in-Charge.

5. That the said materials shall not on any account be removed from the site of the said works except within the written permission of the Engineer-in-Charge, of the Corporation or an officer authorised by him in that behalf.

6. That the advances shall be repayable in full when or before the Contractor receives payment from the Corporation of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done then on the occasion of each payment the Corporation will be at liberty to make recovery from the Contractor's bill for such payment by deducting therefrom the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

7. That if the contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Corporation shall

immediately on the happening of such default be repayable by the Contractor to the Corporation together with interest thereon at twelve per cent per annum from the date of respective dates of such advance or advances of the date of repayment and with all costs, charges, damages and expenses incurred by the Corporation in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and contractor hereby covenants and agrees with the Corporation to repay and pay the same respectively to Corporation accordingly.

8. That the contractor hereby charges all the said materials with the repayment to the corporation of the said sum advanced and any further sum or sums advances as aforesaid and all costs, charges, damages and expenses as payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid in accordance there with the Engineer-in-Charge, Food Corporation of India.....

may at any time thereafter adopt all or any of following courses as he may deem best:

- (a) Seize and utilise the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting and contractor with the actual cost of effecting such completion and the amount due in respect of advance under these presents and crediting the contractor with the value of work done as if he had carried it out in accordance with said agreement and at the rates thereby provided. If the balance is against the contractor he is to pay same to the Corporation on demand.
- (b) Remove and sold by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Corporation under these presents and pay over the surplus (if any) to the contractor.
- (c) Deduct all or any part of the moneys owing out the security deposit or any sum due to the Contractor under the said agreement.

9. That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not payable.

10. That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlements of which has not been hereinbefore expressly provided for the same shall be referred to the MANAGER (ENGINEERING), Food Corporation of India, Madras, whose decision shall be final.

No. of corrections :

No. of overwritings :

In witness where of the parties have executed these presents in duplicate and the date and year first above written.

Signed and delivered for and on behalf of

Contractor

In the presence of :

Witnesses :

1. Signature

Name

Address

2. Signature

Name

Address

Signed by and delivered and on behalf of the
Food Corporation of India

(Office Seal)

In the presence of

Witnesses :

1. Signature

Name

Address

2. Signature

Name

Address

Contractor

80

Asst. Genl. Manager (CE / E&M)

FOOD CORPORATION OF INDIA

GUARANTEE BOND FOR TERMITE PROOF / WATER AND LEAK PROOF

PROFORMA

This agreement made this day of two thousand between M/s. (hereinafter called the Guarantor of the one part) and THE FOOD CORPORATION OF INDIA (hereinafter called the Corporation)

Whereas this agreement is supplementary to the contract (hereinafter called the Contract) dated made between the Guarantor of the one part and Corporation of the other part, whereby the contractor, inter alia, undertook to render the Buildings and structures in the said contract recited completely Termite proof / Water and Leak proof.

And whereas the Guarantor agreed to give a guarantee to the effect that the said structure will remain Termite-proof / Water and Leak proof for ten / five years to be reckoned from the date after the maintenance period prescribed in the contract expires.

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

That if the Guarantor fails to execute the Anti-Termite treatment / Water and Leak proof treatment or commits breaches hereunder then the Guarantor will indemnify principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any, default on the part of the Guarantor in performance and observance of this supplemental agreement. As to the amount of loss and/or damage and/or cost incurred by the Corporation the decision of the Engineer-in-Charge will be final and binding on the parties.

No. of corrections :

No. of overwritings :

In witness whereof these presents have been executed by the Obligor.....
and by for and on behalf of the Food Corporation of India on the day,
month and year first above written.

SIGNED, SEALED and delivered by OBLIGOR in the presence of--

1.

2.

SIGNED for and on behalf of THE FOOD CORPORATION OF INDIA by in the
presence of--

1.

2.

No. of corrections :

No. of overwritings :

Annexure

SECTION 20

Form of Performance guarantee / Bank guarantee bond

[Reference para 20.1(2)]

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called "the said contractor(s)" for the work{hereinafter called "the said agreement"} having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank) pay to the Government an amount not exceeding Rs..... (Rupeesonly) on demand by the Government
2. We do hereby undertake to pay the amounts due and payable(indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said 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. (Rupeesonly).
3. We, the said Bank, further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment There under, and the contractor(s) shall have no claim against us for making such payment.
4. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the Government, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.
5. We further agree with the Government that the Government (indicate the name of the Bank) 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 Government against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Government in writing.
8. This Guarantee shall be valid up tounless extended on demand by the Government. notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. (Rupeesonly), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the Day of For (indicate the name of the Bank)

Contractor

Asst.General Manager(CE / E&M)

No. of Corrections :

No. of Overwritings :

Name of Work :-

SITE INFORMATION ADDITIONAL CONDITIONS

The tenderers are advised to visit the site before the tendering to get acquainted with the local site conditions and sub-soil profile. If necessary tenderers may conduct their own sub-soil investigation. However for general information the following particulars are given.

1.1 Access facilities to site :

Plant and equipment can be transported to the site either by road or by rail. The contractor has to make his own arrangement for bringing his plant, equipment, material and labour to the site. No preferential treatment for the contractor in use of service is guaranteed.

1.2 Other Contractors :

The contractor shall allow reasonable facilities to other contractors working in the same area during the currency of his contract and ensure that no damage is caused to any equipment of installations due to negligence of his own and /or his sub contractors/workmen.

1.3 Contractor's Working area :

The area to be allotted to the Contractor for execution of the work is shown in the layout drawing. The land allotted to the contractor is for erecting temporary work sheds, stores, site offices etc., to be constructed at his own expenses. Any additional land required by the contractor shall be arranged by him at his own cost and responsibility.

1.4. The tubular trusses, purlins, bracings etc., shall be provided by the contractor. The tubes shall conform IS - 1151 and of tested quality. Attested certificate of the quality of the tubes shall be furnished by the contractor. If desired by the Engineer the contractor shall get the material tested at his own cost.

1.5 The steel fabrications shall conform to IS - 808. The Welding shall be subject to test as directed by the Engineer.

Contractor

84

Asst. Genl. Manager (CE / E&M)



FOOD CORPORATION OF INDIA

ISO 9001 - 2000 CERTIFIED

ENGINEERING DIVISION

ZONAL OFFICE

3, HADDOWS ROAD, CHENNAI - 600 006.

TENDER DOCUMENT

DRAWINGS

Name of Work : Improvement to the Auditorium in the 4th Floor of Zonal Office building, Chennai under Special Repairs during the year 2009-10.

Contractor

-- 85 --

Asst.Genl.Manager(CE / E&M)



FOOD CORPORATION OF INDIA

ISO 9001 - 2000 CERTIFIED

ENGINEERING DIVISION

ZONAL OFFICE

3, HADDOWS ROAD, CHENNAI - 600 006.

TENDER DOCUMENT

VOL. II

PRICE BID - B

Name of Work : Improvement to the Auditorium in the 4th Floor of Zonal Office building, Chennai under Special Repairs during the year 2009-10.

Contractor

Asst.Genl.Manager(CE / E&M)

I N D E X

Sl. No.	Description	Page Nos.
	<i>Vol. II PRICE BID</i>	
1	Percentage / Item rate tenders & contract for works	01-02
2	Item rate tender for works	03-04
3	Schedule of quantities.	05-08

This Price Bid tender documents containing 8 Pages and Nil Fly leaves has been issued to M/s. / Shri. vide cash receipt No. dated for Rs.

Signature :

Date :

Designation : Asst.General Manager(CE)
Food Corporation of India,
Zonal Office, Chennai-6.

No. of Corrections :

No. of Overwritings :

CE 6-D

Food Corporation of India

State

Region

Zone

Works - Division

PERCENTAGE ITEM RATE TENDER & CONTRACT FOR WORKS

General Rules & Directions for the Guidance of Contractors

2. All work proposed for execution by contract will be notified in a form of invitation to tender posted in public place signed by the **Asst. Genl. Manger (CE / E&M) Food Corporation of India, Zonal Office, Chennai - 6.**

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 amount of the security deposit to be deposited by the successful tenderer and the percentage at which the security deposit shall be deducted from the bills of the successful tenderer. Copies of the specifications, designs and drawings and a schedule of quantities and of rates of the various descriptions of identification by **The Asst. Genl. Manger (CE / E&M) Food Corporation of India, Zonal Office, Chennai - 6** shall also be open for inspection by the contractor at the office of **The Asst. Genl. Manger (CE / E&M) Food Corporation of India, Zonal Office, Chennai-6** during office hrs.

3. In 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. Where us contractor furnishes Power of Attorney the same should be registered and accompanied with an affidavit from the contractor.
3. Receipts for payments made on account of work, when executed by a firm, must also be signed by the several partners, except where the contractors were described in thier tender as a firm, in which case the 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.

Contractor

-- 1 --

Asst. Genl. Manager (CE / E&M)

No. of corrections :

No. of overwritings :

5. Any person who submits a tender shall fill up the usual printed form, stating at how much percent above or below the estimated rates specified in Rule I, he is willing to undertake the work. Only one rate of percentage more or less over the estimated rates/schedule rates shall be named. 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, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more work shall submit a separate tender for each tender shall have the name and number of the work to which they refer, written outside the envelopes.
- 4A. The rate(s) and/or amount(s) must be quoted in decimal coinage
5. **The Asst. Genl. Manger (CE / E&M) Food Corporation of India, Zonal Office, Chennai - 6.** 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 amount of the several tenders in a Comparative Statement in suitable form. In the event of the tender being accepted, a receipt for the earnest money forwarded therewith shall be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule I. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.
8. The Food Corporation of India shall have the right of rejecting all or any of the tenders, and will not be bound to accept the lowest tender.
9. The receipt of an accountant or clerk for any money paid by the contractor will be not considered as any acknowledgment of payment to the Asst. Genl. Manager (CE / E&M), Food Corporation of India, Zonal Office, Chennai - 600 006 and the contractor shall be responsible for seeing that he procures a receipt signed by the Manager (Engg. A/cs) Food Corporation of India, Zonal Office, Chennai - 600 006 or duly authorised cashier.
8. The memorandum of work tendered for, and the schedule of materials to be supplied by the Corporation and their issue rates shall be filled in and completed in the office of the Asst. Genl. Manager (CE / E&M), Food Corporation of India, Zonal Office, Chennai – 600 006 before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed he shall request the office to have this done before he completes and delivers his tender.

Contractor

-- 2 --

Asst. Genl. Manager (CE / E&M)

No. of corrections :

No. of overwritings :

**FORM CE B
TENDER FORM**

ITEM RATE TENDER FOR WORKS

I/We hereby tender for the execution for the Food Corporation of India of the work specified in the under written memorandum within the time specified in such memo at the rates specified therein and in accordance in all respect with the specifications designs, drawings and instructions in writing referred to in Rule I hereof and in clause ii of the conditions of contract, and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as possible.

Memorandum

- a) General description Improvements to the Auditorium in the terrace of the Zonal Office Building, Chennai.
- b) Estimated Cost Rs.12,33,445.00 (Rupees Twelve Lakhs thirty three thousand four hundred and forty five only)
- c) Earnest Money Rs.24,670.00 (Rupees Twenty four thousand six hundred and seventy only)
- (g) The successful tenderer hereafter referred to as the contractor shall deposit an amount to 5% of the tendered and accepted value of the work put to tender (without limit) as performance guarantee as mentioned at Para 9(a) in Form No.CE-5
- (h) Security Deposit @ 5% of the tendered value of work put to tender without any limit in addition to the performance Guarantee.

The Security Deposit will be collected by deduction 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 as part of Security Deposit.
- (i) Time allowed for the work is form the 7th day after the date of written order to commence is TWO months only.

Should this tender be accepted, in whole or in part, I/We hereby agree (i) to abide by and fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable, and or in default there-of to forfeit and pay to the Food Corporation of India, the sum of money mentioned in the said conditions, A sum of Rs.24,670.00 is hereby forwarded in / Demand Draft of a schedule Bank as Earnest Money. If I/We fail to commence to the work specified in the above Memorandum. I/We agree that the said Food Corporation of India shall, without prejudice to any other.

Contractor

-- 3 --

Asst. Genl. Manager (CE / E&M)

No. of Corrections :

No. of Overwriting :

right or remedy, be at liberty to forfeit the said earnest money absolutely, otherwise the said earnest money shall be retained by them towards security deposit mentioned against clause(e) of the above mentioned Memorandum; (ii) to execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upon a maximum of 25% percent, at the rates quoted in the tender documents and those in excess of that limit, at the rates to be determined in accordance with provisions contained in clause 12-A of the form.

Dated the day of 200

Witness*

Address.....

Occupation

Contractor(s)**

The above tender is hereby accepted by me on behalf of the Food Corporation of India

Dated.....

The.....day of.....200.....

Designation of the Officer***

* Signature of witness to contractor's signature.

** Signature of the Contractor(s)

*** Signature of the Officer by whom accepted

Contractor

Asst. Genl. Manager (CE / E&M)

NAME OF WORK: Improvement to the Auditorium in the 4th floor of Zonal office Building, Chennai under Special Repairs during the year 2009-10.

SCHEDULE OF QUANTITIES

Sl. No	Description of Work	Qty	Rate Words & figure	Per	Amount Rs.
1	Providing and fixing Sand witch puff insulated panels of 60 mm thick(wall clading panel) with external and internal steel in 0.5 mm thick PPGI and external and internal colour in standard RAL 9002 insulation with Rigid PU Foam Density 40 Kg per cum and tensile strength 4 Kg per sqcm inside with necessary supporting steel structural members of 3 mm thick including flashing, corner flashing, necessary screws/ bolts insulation of panels etc all complete.	210.00 Sq.mtr		Sq.Mtr	
2	Providing and fixing false ceiling of 30 mm thick puff insulated sand witch panels of 0.5 mm thick colour coated GI sheet as exterior on both sides with PU foam of density 40 Kg per cumtr and tensile strength of 4 Kg per sqcm inside including frame work for panels of 50 mm colour coated M.S square pipe as Grid work suspended or suspension system arrangement from the existing roof trusses with effective cover width of the panels at 1.00 mtr centre to centre including necessary screws, bolts and nuts , clamps etc and complete.	185.00 Sqm		Sq.Mtr	

CONTRACTOR

ASST.GENL.MANAGER(CE)

No. of corrections

No. of Overwriting

Sl. No	Description of Work	Qty	Rate Words & figure	Per	Amount Rs.
3	DOOR WORKS Providing and fixing 60 mm thick puff insulated sandwich panels of 0.5 mm thick colour coated G.I sheet as Exterior on both sides PU foam of density 40 Kg/Cu.Mtr and tensile strength of 4 Kg/ Sq.Cm inside with PU Foam thickness of 60mm and supported with 3mm thick plate as structural members. A view panel shall be provided with necessary beadings including stainless steel hinges, locks, handles, door closer, door stopper etc and complete.	10.00 Sq.mter		Sq. mtr	
4	Providing and fixing glazed windows of PVC frame work of size 75 mm x 32 mm welded together with the puff wall to prevent any leakages and PVC shutters of size 75 mm x 38 mm with saint gobins tinted glass panelling 5 mm thick including necessary fitting etc and complete.	5.00 Sqmtr		Sqmtr	
5	Providing and fixing Inner wall panelling of Polymeric panels of minimum 6mm thick with an air gap of minimum 4 mm jointed together by tongue and groove joint using self tapping screws including 25 mm MS. Square pipe frame work for the panelling .	65.00 Sq.mtr		Each	
6	Providing and laying Vitrified floor tiles of size 80cmX80cm(thicknerss to be specified by the manufacture) with water absorptions less than 0.08% and confirming to I.S: 15622 of approved make in all colours and shade laid with cement based high polymer modified quick set the adhesive water bound confirming to I.S: 15477 using 5 Kg adhesive per sqm of tile area in average 3mm thickness .	158.00 Sqm		Sqm	

CONTRACTOR

- 6 -

ASST.GENL.MANAGER(CE)

No. of corrections

No. of Overwriting

Sl. No	Description of Work	Qty	Rate Words & figure	Per	Amount Rs.
7	Providing and fixing homogenous polyvinylchloride sheet/tile in flooring and skirting in approved pattern on a smooth and damp proof base using rubber based on adhesives of approved quality and manufacture like dunlop S-758, Fevicol SR-998 of equivalent including rolling with light wooden roller weighing about 5 Kg all complete as directed by Engineer in charge in approved colour and shade.	40.00 Sqm		Sqm	
8	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres led as per direction of Engineer in charge	9.00 Cum		Cum	
9-A	Brick work with F.P.S bricks of class designation 75 in foundation and plinths. Cement mortar 1:6 (1 Cement : 6 Sand)	2.00 Cum		Cum	
9-B	Extra for brick work in super structure above floor V level for each four floors or part thereof by mechanical means by lifting material using mobile crane.	2.00 Cum		Cum	
10	Providing hoisting and fixing up to floor five level pre cast reinforced concrete work in small lintels not exceeding 1.50 mtr clear span up to floor five level including the cost required centring, shuttering and finishing smooth with 6mm thick cement plaster 1:3 (1 Cement : 3 Sand) on exposed surfaces but excluding the cost reinforcement with 1 : 2 : 4 (1 Cement : 2 Coarse sand : 4 Graded stone aggregate 20 mm nominal size.	2.00 Cum		Cum	

CONTRACTOR

- 7 -

ASST.GENL.MANAGER(CE)

No. of corrections

No. of Overwriting

Sl. No	Description of Work	Qty	Rate Words & figure	Per	Amount Rs.
11	Reinforcement for RCC work including straightening, cutting, bending, placing in positions and binding all complete Thermo-mechanically treated bars	200.00 Kg		Kg	
12	12.mm thick Cement plaster 1:6(1Cement: 6 fine sand)	10.00 Sqm		Sqm	
13	Finishing walls with Acrylic smooth exterior paint of required shade. New work(Two or more coats applied @ 1.67 ltr/10Sqm over and including base coat of water proofing cement applied @ 2.20 Kg/10 Sqm)	115.00 Sqm		Sqm	
	Total				

CONTRACTOR

- 8 -

ASST.GENL.MANAGER(CE)