

**OFFICE OF THE EXECUTIVE ENGINEER (PART-I)
ITANAGAR MUNICIPAL CORPORATION
ITANAGAR**

**e-TENDER DOCUMENTS
NIT No.: IMC/MEE/AMRUT-2.0/NIT-03/2025-26.**

Name of work	Repair/Renovation/Upgradation works including procurement of furniture and medical apparatus on existing structure of Health & Wellness centre in Itanagar city/I.
Cost of Tender Paper	Rs. 5,000/-
Estimated Cost put to tender	Rs. 69,25,000/-
Earnest Money	Rs. 69,250/-for APST Rs 13,8,500/- for Non-APST
Stipulated period of completion	90 days.
Date of opening of Tender	21/07/2025 at 1300 hrs.

Certified that this e-Tender documents contains 01(one) to 97(Ninety Seven) pages only including Index page but excluding cover pages.

Executive Engineer (Part-I)
Itanagar Municipal Corporation
Itanagar

INDEX

SL. NO.	DESCRIPTION	Page Reference	
		From	To
1	Index	1	1
2	Press Notice (for publication in news paper)	2	2
3	Notice inviting e-Tender (to be published in website)	3	6
4	C.P.W.D Form-6 (for e-Tendering)	7	10
5	Information & Instructions to bidders	11	12
6	Brief particulars of work	13	13
7	Form CPWD-8	14	19
8	Performa of Schedules A to F	20	25
9	GCC Clauses	26	89
10	Financial Bid (BOQ)	90	97

OFFICE OF THE EXECUTIVE ENGINEER (PART-I)
ITANAGAR MUNICIPAL CORPORATION
PAPUM PARE DISTRICT::ITANAGAR::AP

No. IMC/MEE/AMRUT-2.0/NIT-03/2025-26/

Dated Itanagar, the 16th July 2025.

The Executive Engineer (Part-I), Itanagar Municipal Corporation, Itanagar, on behalf of the Governor of Arunachal Pradesh, invites online item rate e-tender in single bid system from the registered Contractors of APPWD/CPWD/MES/Railway and BSNL etc., in – Class III & IV categories of the **domiciled within the territorial jurisdiction of 13th Itanagar A/C** as per Act No. 07 of 2020 vide notification No. LAW/Legn-23/2020 Dated 02/11/2020 notified in Arunachal Pradesh Extra Ordinary Gazette vide No. 247, Vol-XXVII, dated 2nd November 2020 for the following works:-

Sl. No	Name of work	Cost of tender (Rs. in Lakhs)	Earnest Money (EMD)	Period of Completion
1.	NIT No.: IMC/MEE/AMRUT-2.0/NIT-03/2025-26. Repair/Renovation/Upgradation works including procurement of furniture and medical apparatus on existing structure of Health & Wellness centre in Itanagar city/I.	<i>Rs. 69,25/-lakhs (Rupees Sixty Nine Lakhs Twenty Five thousand only)</i>	1% for APST contractors and 2% for non-APST Contractors	90 days
2.	NIT No.: IMC/MEE/AMRUT-2.0/NIT-03/2025-26. Repair/Renovation/Upgradation works including procurement of furniture and medical apparatus on existing structure of Health & Wellness centre in Itanagar city/II.	<i>Rs. 69,25/-lakhs (Rupees Sixty Nine Lakhs Twenty Five thousand only)</i>	1% for APST contractors and 2% for non-APST Contractors	90 days
3.	NIT No.: IMC/MEE/AMRUT-2.0/NIT-03/2025-26. Repair/Renovation/Upgradation works including procurement of furniture and medical apparatus on existing structure of Health & Wellness centre in Itanagar city/III.	<i>Rs. 69,25/-lakhs (Rupees Sixty Nine Lakhs Twenty Five thousand only)</i>	1% for APST contractors and 2% for non-APST Contractors	90 days
4.	NIT No.: IMC/MEE/AMRUT-2.0/NIT-03/2025-26. Repair/Renovation/Upgradation works including procurement of furniture and medical apparatus on existing structure of Health & Wellness centre in Itanagar city/IV.	<i>Rs. 69,25/-lakhs (Rupees Sixty Nine Lakhs Twenty Five thousand only)</i>	1% for APST contractors and 2% for non-APST Contractors	90 days

Note: The tender documents and other details can be download from the website www.imc.arunachal.gov.in.

TABLE- A

KEY SCHEDULE		
Sl. No.	Events Name	Information
1.	Probable amount contract (PAC)	Rs. 69.25/-lakhs (<i>Rupees sixty-nine lakhs twenty-five thousand only</i>)
2.	Cost of Tender Documents	Rs.5,000/- (Rupees Five thousand) only non-refundable.
3.	Earnest Money Deposit (EMD)	1% for APST contractors & 2% for non-APST Contractors.
4.	Completion period of contract	90 days
5.	Date of online publication	16/07/2025
6.	Period of availability of Bidding Documents	at 1000 Hrs. of 17/07/2025 at 1000 Hrs. of 21/07/2025
7.	Documents download start date	at 1000 Hrs. 17/07/2025.
8.	Bid submission start date	18/07/2025 at 1000 Hrs.
9.	Bid submission end date	21/07/2025 at 1000 Hrs.
10.	Bid opening date & time & Venue	21/07/2025 at 1300 Hrs.& O/O EE Part-I, IMC
11.	Time, date & place of Pre-bid conference.	1500 Hrs. of 16/05/2025 & O/O EE (Part-I), IMC, Chimpu, Itanagar.
12.	Place of opening of bid	O/O EE (Part-I) IMC, Chimpu, Itanagar
13.	Address of communication	imcee2025@gmail.com

Note: The Bidders shall have to submit their bids documents as per key scheduled at Table-A.

Instructions to bidders.

1. The intending bidder must read the terms and conditions of SBD carefully. He/she should only submit his/her bid if he/she considers himself/herself eligible and he/she is in possession of all the required documents.
2. The Bidders must submit their documents such as Tender Fees and EMD in favor of the Executive Engineer (PART-I), Itanagar Municipal Corporation, Itanagar, Papum Pare District, AP and other documents as specified.
3. Bidding documents must be downloaded from the website www.imc.arunachal.gov.in. and the bidding documents downloaded from the website should not be tampered and in any such tampering is noticed before and after the opening of the bids, the bidder shall be penalized and will be rejected.
4. Tender documents can be available only from the www.imc.arunachal.gov.in. by making cash payment or through Bank Demand Draft in favour of Executive Engineer (Pt-I), IMC as specified above in the key scheduled.
5. The list of documents to be submitted by the intending bidder, is clearly mentioned under information & for Bidders/Contractors.
 - a) The cost of Bid document.

- b) Copy of EMD in favor of Executive Engineer (Part-I) Itanagar Municipal Corporation (IMC), Itanagar.
 - c) PAN Card/APST Certificate/PRC/EPIC.
 - d) Bank Solvency certificate/Tax clearance certificate/tax exemption certificate.
 - e) The bidders must submit a copy of the Earnest Money Deposit (EMD) and tender fee to the office of the Executive Engineer (Part-I), Itanagar Municipal Corporation, Itanagar. They must obtain a receipt copy of the EMD and tender fee from the same office.
 - f) Bank solvency certificate amounting to 50% of estimated cost put tender.
 - g) The bidder is required to furnish affidavit for non-involvement in any litigation during last 3 (three) years.
 - h) NOC from Apex Bank, Naharlagun.
 - i) Any other documents specified in the press notice/bidding documents.
 - j) Annual Financial Turnover statement for the last 3 (three) year duly audited by Chartered Accountant.
 - k) Report on the financial standing of the bidder, Profit/Loss statement during the last 3 (three) year ending 31st March 2025 duly certified by Chartered Accountant.
 - l) Employees Provident Fund (EPF) registration certificate.
 - m) Bankers Details in Undertaking with countersign/acknowledgement of the Bankers.
 - n) An affidavit signed by the Magistrate for declaration of the following Information.
 - i) Name, address and contact number of the establishment under which the contractor is enlisted.
 - o) Affidavit as per provision of CPWD-6.
 - p) Enlistment order of the contractor.
 - q) GST Registration Certificate.
 - r) All intending bidders shall submit proof of filing of GST return on regular basis failing which bids are liable to be rejected latest GSTR-3B.
6. The bidders should keep checking the website for any addendum/corrigendum to the notice/bidding documents till the last date of submission of bids documents and the bidders should incorporate the same in their bidding documents.
7. The bids will be opened as per the key scheduled in this IFB in the presence of bidders Who desires to attend on the scheduled date and time in the office of the Executive Engineer (Part-I), Itanagar Municipal Corporation, Itanagar, Papum Pare District. If the office happens to Be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same venue and time.
8. The bids must be accompanied by the bid security of the amount specified for the works in the IFB in favor of Executive Engineer (Part-I), Itanagar Municipal Corporation, Itanagar, Papum Pare District, Arunachal Pradesh. Bid security of unsuccessful bidders will be returned within a week from the of declaration of the successful bidder.
9. Bid document consisting of disqualification information and eligibility criterion for bidders, plans, specifications, the schedule of quantities, BOQ of the work to be done and set of term and conditions of contract to be complied with by the contactors can be seen on website: www.imc.arunachal.gov.in.

10. Documents submitted by the successful bidder will be verified with the original before signing the agreement. The valid successful bidder must provide the original to the concerned authority on receipt of such letter if any discrepancy found may be liable to rejection of contract, which will be sent through registered post/e-mail.
11. Bids once submitted cannot be resubmitted or withdrawn after the proposal due date and time.
12. Conditional tender will not be accepted and liable to be rejected. IMC reserves the right to accept and reject any or all tender without assigning any reasons thereof.
- 13. Instruction to bidder regarding e-tendering.**
 - a). The interested/eligible bidders can download the bids form website www.imc.arunachal.gov.in.
 - b). To participate in the bidding process, bidders must get “Digital Signature Certificate” as per information Technology Act-2000 to Participate in on-line bidding. The certificate will be required for digitally signing the bid. Bidders can get above mentioned digital certificate from any approved vendors/authorized certifying agency. The digital signature is mandatory to participate in e-tendering. Bidders, who already possess valid digital certificate need not to procure new digital certificate.
 - c). Bids will be opened as per key scheduled.
 - d). Before submission of bids documents, bidders must ensure that hard copy of all the necessary documents have been attached with bid.
14. Accessing/purchasing of Bid Documents.
 - i) It is mandatory for all the bidders to have class-III & IV categories Digital Signature Certificate with signing & encryption facility (in the name of person who will sign the proposal) from any of the licensed certifying Agency).
 - ii) User may test the working condition of their Class-III & IV categories Digital Signature Certificate (both DSC components, i.e signing and encryption) at under “Test Digital Signature Certificate” link.
 - iii) The eligible Bidders must pay Rs. 5000/- (Rupees Five Thousand) only towards fee for bid documents (non-refundable) in form of Demand Draft issued from schedule Bank in Arunachal Pradesh in favour of Executive Engineer (Part-I), Itanagar Municipal Corporation, Itanagar, Papum Pare District, AP.
 - iv) Following may be noted.
 - a). Registration be valid at least up to the date of submission of proposal.
 - b). Proposals can be submitted only during the validity of their registration.
 - c). The bid documents must be properly indexed, paginated, sealed, and signed properly.
 - d). The amendment/clarifications to the bid documents if any will be hosted on the website: www.imc.arunachal.gov.in.
15. Contractors who fulfill the following initial requirements shall only be eligible to apply
 - a). Bidders Should have had an average annual financial turnover of **30%** in construction works during last three (03) years upto 31.3 2025. Similar nature of works means works related to CC Pavement & CC Drain.
16. The competent authority on behalf of Governor of Arunachal Pradesh does not bind itself to accept the lowest or any other Tender and **RESERVES THE RIGHT TO ACCEPT OR REJECT** any or all the Tenders received without assigning any reason.

17. The competent authority on behalf of Governor of Arunachal Pradesh reserves the right to **accept or reject, any bid, and to cancel the bidding process and reject all bids**, at time prior to the award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds.
18. Bidder(s) or a firm(s) in partnership with application signed by all the partner(s) **holding Power of Attorney of the firms shall not be accepted.**
19. The competent authority on behalf of Governor of Arunachal Pradesh reserves to himself the right to accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
20. The Arunachal Pradesh District Based Entrepreneurs and Professionals Act 2015 shall apply.
21. No Joint Venture shall be entertained /allowed.
22. Other detail can be seen in the bidding documents.

Sd/-
Executive Engineer (Part-I)
Itanagar Municipal Corporation
Itanagar.

No. IMC/MEE/AMRUT-2.0/NIT-03/2025-26/

Dated Itanagar, the 16th July 2025.

Copy forwarded to:

1. The P.P.S to Hon'ble Minister (Urban Affairs), GoAP, Itanagar for information.
2. The P.A to Hon'ble Mayor, Itanagar Municipal Corporation, Itanagar for information.
3. The P.A to Commissioner, Urban Affairs, GoAP, Itanagar for information.
4. The PA to Director, ULBs, GoAP, Zoo Road, Chimpu, Itanagar for information.
5. The P.A to Commissioner, IMC, Itanagar for information
6. The Assistant Engineer, ISD-I, for compliance.
7. The IT Branch IMC, for compliance.
8. Notice Board.
9. Office copy.

Sd/-
Executive Engineer (Part-I)
Itanagar Municipal Corporation
Itanagar.

CPWD-6 FOR e-TENDERING

The Executive Engineer (Part-I), Itanagar Municipal Corporation, Itanagar, on behalf of the Governor of Arunachal Pradesh, invites online item rate e-tender in single bid system from the registered Contractors of APPWD/CPWD/MES/Railway & BSNL etc, in Class- III & IV categories of the domiciled within the territorial jurisdiction of 13th Itanagar A/C as per Act No. 07 of 2020 vide notification No. LAW/Legn-23/2020 Dated 02/11/2020 notified in Arunachal Pradesh Extra Ordinary Gazette vide No. 247, Vol-XXVII, dated 2nd November 2020 for the following work of **Repair/Renovation/Upgradation works including procurement of furniture and medical apparatus on existing structure of Health & Wellness centre in Itanagar city/I.**

The enlistment of the contractors should be valid on the last date of submission of bids.

In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

1.1 The work is estimated to cost of Rs. 69.25/- lakhs (Rupees sixty nine lakhs twenty five thousand) only.

This estimate, however, is given merely as a rough guide.

1.1.1 The competent authority to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate Division which will deal with all matters relating to the invitation of tenders.

For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of tenderer will correspond to the combined estimated cost of different components put to tender.

1.2 Intending bidders is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below: -

To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under: -

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in IMC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. **(Scanned copy to be uploaded at the time of submission of bid).**

1. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD7/8 (or other Standard Form as mentioned) which is available as a Govt. of India/ Govt. of Arunachal Pradesh publication and also available on website www.imc.arunachal.gov.in. The Bidders shall quote his/her rates as per various terms and conditions of the said form which will part of agreement.

2. The time allowed for carrying out the work will be **90 days** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
3. The site for the work is available.
4. The bid documents consisting of schedule of work to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen & download on web site www.imc.arunachal.gov.in free of cost.

The bid documents submitted by intending bidders shall be opened only of those bidders, who submitted original EMD and other documents.

5. The bid submitted shall become invalid if,
 - i. The bidder is found ineligible.
 - ii. The bidder does not submit original EMD and tender fee at the time of opening of tender.
 - iii. The bidder does not submit all the documents as stipulated in the bid documents.
 - iv. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copy as submitted physically by the lowest bidders in the office of the tender opening authority.
6. The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five percent) of the bid amount within the period specified in Schedule-F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or irrevocable Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.
7. The description of the work is as follows: -

Repair/Renovation/Upgradation works including procurement of furniture and medical apparatus on existing structure of Health & Wellness centre in Itanagar city/I.

- a. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the works (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by bidders implies that he/she has to read this notice and all other contract documents and has made himself aware of the

- a) The Notice Inviting Bid, all the documents including additional conditions, specification, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
- b) Standard CPWD Form 7/8 or other standard CPWD Form as applicable.

Sd/-

Signature of Divisional Officer
For & on behalf of Governor of Arunachal Pradesh

AFFIDAVIT

I, the undersigned, do hereby certify that the statements made in the required attachments are true and correct.

Signed by an Authorized Proprietor of the Firm
Name of Firm: _____
DATE

AFFIDAVIT

The undersigned also hereby certifies that neither our firm M/s _____ have been Blacklisted in any contract works under various department of Arunachal Pradesh nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

Signed by an Authorized Proprietor of the Firm
Name of Firm: _____
DATE

AFFIDAVIT

I agree to deposit the cost difference between my bidding amount and the total tender cost due to an unrealistically low or abnormally low price, in addition to the performance guarantee of my bid. This deposit shall be made within one week from the date of receipt of the acceptance letter. Failure to comply will result in the rejection of my bid

Signed by an Authorized Proprietor of the Firm
Name of Firm: _____
DATE

UNDERTAKING

I, the undersigned do hereby undertake that the tender authority shall verify against my documents in this SBD with the issuing department or corporation.

Signed by an Authorized Proprietor of the Firm
Name of Firm: _____
DATE

UNDERTAKING.

I, the undersigned do hereby undertake that our firm _____ would invest a minimum cash upto 25% of the value of the work during implementation of contract.

LETTER OF TRANSMITTAL

From,

To

The Executive Engineer (Pt-I)
Itanagar Municipal Corporation
Itanagar (A.P)

Sub: _____

Sir,

I examined the details bids given in **www.imc.arunachal.gov.in** against the following works:

1. _____

- a) I certify that all the statement made and information supplied in the enclosed form statesman are true and correct.
- b) I have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
- c) I submit the requisite certified solvency certificate and authorized the EE (Pt-I), IMC, Itanagar.
- d) To approach the bank issuing the solvency certificate to confirm the correctness thereof.
- e) I also authorized EE (Pt-I), IMC, Itanagar to approach individual, employers, firms and corporation to verify our competent and general reputations.
- f) I submit few relevant certificates in support of our suitability technical knowledge and capability for having successfully completed the work as mentioned above.

It is to certify that the information given in the enclosed eligibility bid are correct. It is also certified that I shall be liable to be debarred, disqualified/ cancellation of the enlistment in case any information furnished by me is found to be incorrect.

Enclosure: Seal of bidder.

Date of submission:

Signature(s) of bidder

SECTION I

BRIEF PARTICULARS OF THE WORK

1. Salient details of the work for which bids are invited are as under:

Sl. No.	Name of Work	Estimated Cost Put to tender	Period of completion
1	Repair/Renovation/Upgradation works including procurement of furniture and medical apparatus on existing structure of Health & Wellness centre in Itanagar city/l.	Rs. 69,25,000/-	90 days

The work is situated at 13-Itanagar A/C, Papum Pare District, Arunachal Pradesh.

The major component of work:

- a) Plastering
- b) Painting.
- c) Room Partition.
- d) Replacement of CGI Sheet window, wash basin etc.
- e) Procurement of furniture & medical apparatus.

**OFFICE OF THE EXECUTIVE ENGINEER (PART-I)
ITANAGAR MUNICIPAL CORPORATION
ITANAGAR**

State : A.P Branch : ENGG. WING.

Division : Itanagar Sub-Division : ISD-I

Item Rate Tender & Contract for Works

1. Tender for the works: - Repair/Renovation/Upgradation works including procurement of furniture and medical apparatus on existing structure of Health & Wellness centre in Itanagar city/I.

(i) To be submitted/uploaded from 17/07/2025 at 1000 Hrs. to 21/07/2025 at 1000 Hrs. at website: www.imc.arunachal.gov.in.

ii) Bids to be opened in presence of tenderers who may be present at 1300 Hrs. of 21/07/2025 in the office of Executive Engineer (Part-I), IMC, Itanagar, A.P

Issued to

(Contractor)

Signature of officer issuing the documents**

.....

Designation: Executive Engineer (Part-I), IMC, Arunachal Pradesh

Date of issue**

T E N D E R

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F. Specifications applicable. General Rules and Directions, Conditions of Contract, Schedule of Rate and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Governor of Arunachal Pradesh within the time specified in Schedule “F”, viz, schedule of quantities and in accordance in all respects with the specifications and with such materials as are provided for, by and in respects in accordance with, such conditions so far as applicable.

I/we agree to keep the tender open for **5 (five) days** as per given in key scheduled without any modifications in its terms and conditions.

The EMD a sum of Rs.69,250/-for APST contractors and Rs 1,38,500/-for Non-APST contractors has been deposited in cash/Receipt Treasury Challan/Deposit at call Receipt of a Scheduled Bank/fixed deposit receipt of Schedule Bank/Demand draft of a scheduled bank as Earnest money.

Performance guarantee within prescribed period, I/We agree that the said Governor of Arunachal Pradesh or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence the work as specified, I/We agreed that Governor of Arunachal Pradesh or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained.

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

Dated

Signature of Contractor

Witness

Postal Address

Address

Occupation

A C C E P T A N C E

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Governor of Arunachal Pradesh for a sum of Rs(Rupees.*.....).

The letters referred to below shall form part of this contract Agreement: -

- a).
- b).
- c).

For & on behalf of the Governor of
Arunachal Pradesh

Signature.....

Dated

Designation.....

(*To be filled in by the EE)

(**To be filled in by the contractor before submission of tender).

AFFIDAVIT

The undersigned understand and agree that further qualifying information may be requested and agrees to furnish any such information at the request of the Department/Project implementing agency (IMC).

Signed by an Authorized Proprietor of the Firm
Name of Firm: _____
DATE

UNDERTAKING.

I, the undersigned do hereby undertake that my bid security is essential for an unconditional contract for the work.....in this tender under this IFB and shall be governed by the tender's terms and conditions.

Signed by an Authorized Proprietor of the Firm
Name of Firm: _____
DATE

FORM OF BID

1. Description of the work: **Repair/Renovation/Upgradation works including procurement of furniture and medical apparatus on existing structure of Health & Wellness centre in Itanagar city/I.**

NIT No. IMC/MEE/AMRUT-2.0/NIT-03/2025-26

To

The Executive Engineer (Pt-I)
Itanagar Municipal Corporation
Itanagar (A.P)

1. I offer to execute the work described above and remedy any defects therein conformity with the conditions of contract, specification, bill of qualities and addenda for the sum(s) of Rs. _____.
2. I undertake if my bid is accepted, to commence the work as soon as is reasonable possible after the receipt of the Engineer's notice to commence, and to complete the whole of the works comprise in the contract within the time state in the documents.
3. I agree to abide by this bid for the period of 15 days from the date of fixed for receiving the same, and it shall remain binding upon me and may be accepted at any time before the expiration of that period.
4. Unless and until a formal agreement is prepared and executed this bid together with your written acceptance thereof, shall constitute binding contract between us.
5. I understand that you are not bound to accept the lowest bid or any tender you may receive.
6. I accept the appointment of Mr/Mrs/Ms. _____ as dispute review expert.

Or

FORM OF BID

I do not accept the appointment of Mr/Mrs/Ms. _____ as the dispute review expert and propose instead of that Mr/Mrs/Ms. _____ be appointed as review expert whose bio data is attached.

Dated this _____.

Signature of _____ in the capacity of review expert duly authorized to sign bids for on behalf of M/s _____.

(In block capitals or typed)

Address

Witness:

Address:

Occupation:

PERFORMA OF SCHEDULES

(Operative schedule to be supplied separately to each intending tender)

SCHEDULE 'A'

Schedule of quantities (Enclosed) As enclosed at page No.
.....to.....

(Not mandatory).

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

Sl.No	Description	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
<p>.....</p> <p>.....</p> <p>(Not mandatory)</p>				

SCHEDULE ‘C’

Tools and Plants to be hired to the contractor.

Sl.No	Description	Hire charges per day	Place of issue
1	2	3	4
.....NIL			

SCHEDULE ‘D’

Extra Schedule for specific requirements/documents for the work, if any

General Specification, Particular Specification, Additional Condition, Additional condition where departmental issue of materials is not stipulated, Special condition.

Does not applicable.

SCHEDULE ‘E’

Schedule of component of cement, Steel, other materials, labour etc. for price escalation

Reference to general conditions of contract: - 2014

CLAUSE 10 CC	
Component of Cement ‘Xc’%
Component of Steel ‘Xs’%
Component of Material ‘Xm’% Not

Component of Labour 'Y'%

Component of P.O.L 'Z'%

SCHEDULE 'F'

Reference to General Conditions of Contract (GCC) 2014

Name of Work: - Repair/Renovation/Upgradation works including procurement of furniture and medical apparatus on existing structure of Health & Wellness centre in Itanagar city/I.

Cost of Work	:	Rs. 69,25,000/-
Earnest Money	:	Rs 69,250/-for APST contractors and Rs 1,38,500/-for Non-APST contractors
Performance Guarantee	:	5% of tendered value.
(i) Security Deposit	:	2.5% of tendered value.

General Rules & Directions: Officer inviting tender: Executive Engineer (Part-I), Itanagar Municipal Corporation, Arunachal Pradesh

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with clauses 12.2 & 12.3

See Below

Definitions:

2(v) Engineer- in-charge	:	Sd/- Executive Engineer (Part-I) Itanagar Municipal Corporation Itanagar, Arunachal Pradesh
--------------------------	---	------------------------------------------------------------------------------------------------------

2(viii) Accepting Authority	:	Sd/- Executive Engineer (Part-I) Itanagar Municipal Corporation Itanagar, Arunachal Pradesh
-----------------------------	---	------------------------------------------------------------------------------------------------------

- 2(x) Percentage on cost of materials
And labour to cover over heads
And profits : Based on APSR 2023.
- 2(xi) Standard Schedule of Rates : APSR- 2023 with up-to-date correction slips.
- 2(xii) Department : Itanagar Municipal Corporation (IMC).
- 9(ii) Standard CPWD contract form CPWD Form 8 as modified & corrected up 2014.

Clause 1

- i) Time allowed for submission of Performance Guarantee
from the date of issue of letter of acceptance, in **7 (Seven) Days**
- ii) Maximum allowable extension with late fee @ 0.1% per day
of Performance Guarantee amount beyond the period
provided in (i) above in days **3 (Three) Days**

Clause 2

Authority for fixing compensation under clause 2

Sd/-
Executive Engineer (Part-I)
Itanagar Municipal Corporation
Itanagar, Arunachal Pradesh

Clause 2A

Whether Clause 2A shall be applicable **No**

Clause 5

No. of days from the date of issue of letter
of acceptance for reckoning date of start **10 (Ten) Days**

TABLE OF MILESTONE(S)

Sl No	Physical Progress	Time allowed in days (date of start)	Amount to be withheld in case of non-achievement of milestone
1	1/4 th (of whole work)	45 days	In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of the work will be withheld for failure of each milestone.
2	1/2 th (of whole work)	45 days	
3	Full	90 days	

Time allowed for execution of work: 90 days

Authority to decide
Extension of time :

Sd/-
Executive Engineer (Part-I)
Itanagar Municipal Corporation
Itanagar, Arunachal Pradesh

Clause 7

Gross of work to be done together with net payment/ :
Adjustments of advances for material collected, if any,
Since the last such payment for being eligible to interim
Payment

<p>Clause 10 CC</p> <p>Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column 90days</p>

Clause 11

Specification to be followed for execution of work: As per CPWD Specifications 2014 Vol-I & II with upto date correction slip.

Clause 12

12.2 & 12.3

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work.

30% (thirty percent)

Ref. CPWD Works manual section 15.1.6 page -99

12.5

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work. percent

100% (hundred

Clause -16 Competent authority

for deciding reduced rates

Sd/-
Executive Engineer (Part-I)
Itanagar Municipal Corporation
Itanagar

Sd/-
Executive Engineer (Part-I)
Itanagar Municipal Corporation
Itanagar

CLAUSES OF CONTRACT

CLAUSE 1

- Performance Guarantee** The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-charge upto a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-charge. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.
- The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
 - The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement in the event of :
 - a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
 - In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

CLAUSE 1A

- Recovery of Security** The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for

work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deduction will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts . In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

All compensation or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government 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 or Guarantee Bond in favour of the Governor of Arunachal Pradesh 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 Engineer-in-Charge, any sum or sums which may have been 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 rates mentioned above and the Earnest money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

The security deposit as deducted above can be released against bank guarantee issued by a schedule bank, on its accumulations to a minimum of Rs. 5 lakh subject to the condition that amount of such bank guarantee, except last one , shall not be less than Rs. 5 lakh.

Note-1 : Government papers tendered as security will be taken at 5% (five percent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the government paper will be withheld if necessary.

Note-2 : Government Securities will include all forms of Securities mentioned in Rule No 274 of the General Financial Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

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

CLAUSE 2

**Compensation
for Delay**

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

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

- (i). Compensation for @1.5% per month of delay
delay of the work to be computed on per day basis

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

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestones(s) in terms of Clauses 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever shall be payable on such withheld amount.

CLAUSE 2A

**Incentive for early
completion**

In case, the contractor completes the work ahead of scheduled completion time, a bonus @ 1% (one percent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five percent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in 'Schedule F'.

CLAUSE 3

**When Contract
can be
Determined**

Subject to other provisions contained in this clause the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect

of any delay, inferior workmanship, any claims for damages and or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases.

- (i). If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in and inefficient or otherwise improper or un-workmanlike manner shall omit to comply with the requirement of such notice for a period of 7 (seven) days thereafter.
- (ii). If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of 7 (seven) days from the Engineer-in-Charge.
- (iii). If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not completed them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- (iv). If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 seven days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v). If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do for having or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- (vi). If the contractor shall enter in to a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-charge.
- (vii). If the contractor shall obtain a contract with Government as a result of wrong tendering other non-bonafide methods of competitive tendering.
- (viii). If the contractor being an individual, or if a firm any partner thereof shall at any time adjudged insolvent or have a receiving order or order for administrative of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the

purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

- (ix). If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the credit or to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece – work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or other wise part with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.
- (xii) If the work is not started by the contractor within 1/8th of the stipulated time.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-charge on behalf of the Governor of Arunachal Pradesh shall have powers:

- (a). To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission the full security deposit recoverable under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.
- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of anyone 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 reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-

in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time of completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

CLAUSE 4

Contractor liable to pay Compensation even if action not taken under Clause 3

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of 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 notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final the final determination of Engineer-in-Charge) all or any tools, plant, materials and stores in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final and binding on the contractor, or Clerks of the works, foreman or other authorized agent to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and on his risk all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5

Time and Extension for Delay

The time allowed for execution of the Works as specified in the Schedule "F" or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the

work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

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

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

- (i). force majeure, or
- (ii). Abnormally bad weather, or
- (iii). Serious loss or damage by fire, or
- (iv). Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v). Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- (vi). Non-availability of stores, which are the responsibility of Government to supply or
- (vii). Non-availability or break down of tools and plant to be supplied or supplied by Government or
- (viii). Any other cause which, in the absolute discretion of the authority mentioned in Schedule "F" is beyond the Contractor's control.

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

5.3 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within 14 (fourteen) days of the happening of the event causing delay on the prescribed form. The contractor may also, if practicable indicate in such a request the period for which extension is desired.

5.3 In any such case the authority mentioned in Schedule "F" may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

CLAUSE 6

**Measurements
of Works Done**

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract of work done.

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

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

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing 3 (three) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

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

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

The contractor shall give not less than 7 (seven) days' notice to the Engineer-in-Charge or his authorized representative in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond each of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in-charge of the work who shall within the aforesaid period of 7 (seven) days inspect the work, and if any work shall be covered up or place beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at contractor's

expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that recording of measurements of any item or work in the measurement book and/ or hits payment in the interim, on account or final bill shall not be considered s conclusive evidence as to the sufficiency of any work or material to which it relates or shall it relieve the contractor from liabilities from any over measurements of defects notice till completion of the defects liability period.

CLAUSE 6A

**Computerized
Measurement
Book**

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract of work done.

All measurement of all items having financial value shall be entered by the contractor and compiled in the shape of the computerized Measurement Book having A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorities representative from time to time during the progress of the work shall be got checked by the contractor from the Engineer-in-Charge or his authorities representative as per interval or programme fixed in consultant with the Engg-in-Charge or his authorities representative After the necessary correction made by the Engineer-in –charge , the measurement sheet shall be returned to the contractor for incorporation the corrections and resubmission to the Engg-in-charge for the dated signature by the Engg-in-charge and the contractor or their representative in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got

checked/test checked from the Engineer-in-charge and/or his authorized representative. The contractor will, thereafter incorporate such changes as may be done during these checks/test checks in his draft computerized measurement and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-charge and /or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor duly bound, with its pages machine numbered, should be 100 % correct, and no cutting or over writing in the measurement would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Therefore the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MB's. This should be done before the corresponding bill is submitted to Division Officer for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the department separately his computerized Abstract of cost and bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be proceeded by the Division Officer and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his representative.

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

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorised representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions therefore be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement nay work without consent in

writing of the Engineer-in-Charge or his authorised representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorised representative may cause either themselves or through another officer of the department to check the measurement recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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

CLAUSE 7

**Payment on
Intermediate
Certificate to be
Regarded as
Advances.**

No payment shall be made for work, estimated to cost Rs 20,000/= or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs 20,000/= the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for materials collected, if any, since the last such payment is less than the amount specified in Schedule "F", in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the date of presentation of the bill by the Contractor to the Engineer-in-Charge or his Assistant Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge the period of 10 (ten) working days will be extended to 15 working days.

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

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

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

CLAUSE 8

Completion Certificate and Completion Plans

Within 10 days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within 30 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 final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be completed until the contractor shall have remove from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and al huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and

rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the 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 thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or supplies materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 8A

**Contractor
to Keep Site
Clean**

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc, on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give 10 (ten) days notice in writing to the contractor.

CLAUSE 8 B

**Completion
Plans to be
Submitted by
the
Contractor**

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 1972 and (Part-II External) 1974 as applicable within 30 days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.50% of the value of the work subject to a ceiling of Rs 15,000/= (Rupees fifteen thousand only) as may be fixed by the Superintending Engineer concerned and in this respect the decision of the Superintending Engineer shall be final and binding on the contractor.

CLAUSE 9

**Payment of
Final Bill**

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within 3 (three) months of physical completion of the work or within 1 (one) month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. NO further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified herein-under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or hi authorized Assistant Engineer, Completed with account of materials issued by the Department and dismantled materials.

- (i). If the Tendered value of work is up to Rs 15.00 Lakhs. : 3 months.
- (ii) If the Tendered value of work exceeds Rs 15.00 Lakhs. : 6 months.

CLAUSE 9 A

**Payment of
Contractors'
Bills to Banks**

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 authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Government or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such bank registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall wherever possible present his bills duly receipted and discharged through his bankers registered financial, co-operative or thrift societies or recognized financial institutions.

Nothing herein contained shall operate to create in favour of the bank , registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities vis-à-vis the Governor of Arunachal Pradesh.

CLAUSE 10

**Materials
supplied by
Government**

Materials which Government will supply are shown in Schedule "B" which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-Charge.

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

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

bills the contractor shall certify that balance of materials supplied is available at site in original good condition.

The contractor shall submit along-with every running bill (on account or interim bill) material-wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the case of steel) and resulting variations and reasons therefore. Engineer-in-Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contract and (or the CPWA Code) all stores/materials so supplied to the contractor or procured with the assistance of the Government shall remain the absolute property of Government and the contractor shall be the trustee of the stores/materials, and the said stores/material shall not be removed/disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-Charge or his authorized agent. Any such stores/materials remaining unused shall be returned to the Engineer-in-Charge in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall require, but in case it is decided not to take back the stores/materials the contractor shall have no claim for compensation on any account of such stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/materials.

On being required to return the stores/materials, the contractor shall hand over the stores/materials on being paid or credited such price as the Engineer-in Charge shall determine, having due regard to the condition of the stores/materials. The price allowed for credit to the contractor, however, shall be at he prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the Engineer-in-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 account for contravention of the terms of the licenses or permit and or for criminal Breach of trust, be liable to Government for all advantage or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof all or any such material and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Government within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 month whichever is more if the time of completion of work exceeds 12 months but if a part of the materials only has been supplied within the aforesaid period then the contractor shall be bound to do so much of the work as

may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-Charge shall be entitled to such extension of time as may be determined by the Engineer-in-Charge whose decision in this regard shall be final and binding on the contractor.

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

CLAUSE 10 A

**Materials to
be provided
by the
Contractor**

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

The contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply or samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required test or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall to be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of

testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the work and the contractor shall afford every facility and every assistance in obtaining the right to such access.

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

The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in Schedule F

CLAUSE 10 B

**Secured
Advance on
Non-perishable
Materials**

- (i) 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 up to 75% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and / or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

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

**Mobilization
Advance.**

- (ii) Mobilization advance not exceeding 10% of the estimated cost put to tender or 5% of tender value which ever is less may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case the contractor shall execute a Bank Guarantee Bond from a Scheduled Nationalized Bank as specified by the Engineer-in-Charge for the full amount of such advance is released. Such advance shall be in a suitable number of instalments to be

**Plant
Machinery &
Shuttering
Material
Advance**

determined by the Engineer-in-Charge at his sole discretion. The first instalment of such advance shall be released by the Engineer-in-Charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent instalments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier instalment to the entire satisfaction of the Engineer-in-Charge.

Provide always that provision of Clause 10 B (ii) shall be applicable only when so provide in "Schedule F"

- (iii) An advance for plant & machinery required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery which in the opinion of the Engineer-in-Charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% of the estimated cost put to tender or 5% of tender value whichever is less. In the case of new plant and equipment to be purchase for the work the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-Charge. In the case of second hand and used plant and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer-in-Charge. The contractor shall, if so required by the Engineer-in-Charge, submit the statement of value of such old plant and equipment duly approved by a Registered Value recognized by the Central Board of Direct Taxes under the Income-Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs 50,000/= . 75% (Seventy five) percent of such amount of advance shall be paid after the plant & equipment is brought to site and balance 25% (twenty five) percent on successfully commissioning the same.

Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following:

1. Leasing company which gives certificate of agreeing to lease equipment to the contractor
2. Engineer in Charge, and
3. The contractor.

This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer-in-Charge to be necessary for the works ; (b) and are in and are maintained in working order ; (c) hypothecated to the Government as specified by the Engineer-in-Charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without prior written permission of Engineer-in-Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum. For this purpose steel scaffolding and form work shall be treated as plant and equipment.

The contractor shall insure the Plant and Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement site. Any amounts not recovered from the insurers will be borne by the contractor.

Interest and Recovery

- (iv) The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 10% percent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractor's bills commencing after first 10% (ten percent) of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time 80% (eighty percent) of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date recovery of the instalment.
- (v) If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of the Engineer-in-Charge.
- (vi) The said bank guarantee for advances shall initially be made for the full amount and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.

CLAUSE 10 C

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

If after submission of the tender the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/ or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes in sales tax) and such increase exceeds 10% (ten percent) of the price and/ or wages prevailing at the time of the last stipulated date for receipt of the tenders including extension if any for the work, and the contractor there upon necessarily and properly pays in respect of that material (incorporated in the works) such increased price and/ or in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied, provided always that any increase so payable if such increase has become operative after the contract or extended date of completion of the work in question.

If after submission of the tender, the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/ or wages of labour is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes in sales tax) and such decrease exceeds 10% (ten percent) of the prices and/ or wages prevailing at the time of receipt of the tender for the work. Government shall in respect of materials incorporated in the works (not being materials supplied from the Engineer-in-Charge' stores in accordance with Clause-10 hereof) and/ or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the

dues of the contractor such amount as shall be equivalent to the difference between the prices of the materials and/ or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work minus 10% (ten percent) thereof and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order.

The contractor shall, for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of the Government, and further shall, at the request of the Engineer-in-Charge may require any documents so kept and such other information as the Engineer-in-Charge may require.

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

CLAUSE 10 CA

Payment due to Increase/Decrease in Prices/Wages after Receipt of Tender

If after submission of the tender the price of materials specified in schedule F increase(s) / decreases beyond the price(s) prevailing at the time of the last stipulated date for receipt of the tenders (including extension, if any) for the work, then the amount of the contractor shall accordingly be varied, provided always that any such variations shall be effected for stipulated period of contract including the justified period extended under the provisions of Clause 5 of the contract with out any action under Clause 2.

However for work done / during the justified period extended as above, it will be limited to indices prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

The increase/decrease in prices shall be determined by the All India Wholesale Price Indices of Materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and base price for materials as issued under authority of the Chief Engineer, APPWD (Western Zone) as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration. In case , price index of a particular materials is not issued by Ministry of Commerce and Industry, then the price index of nearest similar materials as indicated in Schedule 'F' shall be followed.

The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below:-

(a) Adjustment for component of individual materials

$$V = P \times Q \times \frac{CI - CI_0}{CI_0}$$

CI₀

Where,

- V= Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.
- P= Base Price of material as issued under the Chief Engineer, APPWD (Western Zone) valid at the time of the last stipulated date of receipt of tender including extensions, if any.
- Q= Quantity of material used in the works since previous bill.
- CI₀= All India Wholesale Price index for material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tender including extensions, if any.
- CI= All India Wholesale Price Indices for material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

(in respect of the justified period extended under the provisions of clause 5 of the contract with out and action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.)

Provided always that provisions of the preceding Clause 10C shall not be applicable in respect of materials covered in this Clause.

CLAUSE 10 CC

**Payment due to
Increase/Decrease
in Prices/Wages
after receipt of
Tender for
Works**

If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with Clause 10 & 34 thereof) and/ or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of Clause 5 of the contract without any action under the Clause-2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 18 (eighteen) months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-

- (i) The base date for working out such escalation shall be the last stipulated date of receipt of tender including extension, if any.
- ii) The cost of work on which escalation will be payable shall be reckoned as below:
- (a) Gross value of work done upto this quarter : (A)
 - (b) Gross value of work done upto the last quarter : (B)
 - (c) Gross value of work done since previous quarter (A-B): (C)
 - (d) Full assessed value of Secured advance fresh paid in this Quarter: (D)
 - (e) Full assessed value of Secured advance recovered in this Quarter: (E)
 - (f) Full assessed value of Secured advance for which escalation is payable in this quarter (D-E): (F)
 - (g) Advance payment made during this quarter: (G)
 - (h) Advance payment recovered during this quarter: (H)
 - (i) Advance payment for which escalation is payable in this Quarter(G-H): (I)
 - (j) Extra items paid as per clause 12 based on prevailing market rates during this quarter: (J)

$$\text{Then, } M = C \pm F \pm I - J$$

$$N = 0.85 M$$

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

Cost of work for which escalation is applicable:-

$$W = N - (K + L)$$

- (iii) Components of cement, steel, materials, labour, POL, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule "E". The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractor.
- (iv) The compensation for escalation for cement, steel, materials and POL shall be worked out as per the formula given below:-
- (a) Adjustment for component of 'Cement'

$$V_c = W \times \frac{X_{SX}}{100} \times \frac{CI - CI_0}{CI_0}$$

Where,

V_c= Variation in cement cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W= Cost of Work done worked out as indicated in sub-para (ii) of Clauses 10CC.

X_c= Component of cement expressed as percent of total value of work.

CI= All India Wholesale Price Indices for Cement for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

(in respect of the justified period extended under the provisions of clause 5 of the contract with out and action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.)

CI₀= All India Wholesale Price index for cement as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tender including extensions, if any.

(b) Adjustment for component of ‘Steel’

$$V_s = W \times \frac{X_{SX}}{100} \times \frac{SI - SI_0}{SI_0}$$

Where,

V_s= Variation in Steel reinforcement bars i.e. increase or decrease in the amount in rupees to be paid or recovered.

W= Cost of Work done worked out as indicated in sub-para (ii) of Clauses 10CC.

X_s= Component of steel expressed as percent of total value of work.

SI= All India Wholesale Price Indices for Steel (bars & rods) for period under consideration as published by Economic Advisor to Government of India,

Ministry of Industry and Commerce. However, the price index shall be minimum of the following

- i) Index for the month when the last consignment of steel reinforcement for the work is procured or
- ii) Index for the month in which half of the stipulated contact period is over
- iii) Index for the period under consideration.

SI₀= All India Wholesale Price index for Steel (bars & rods) for the period under consider as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tender including extensions, if any.

- (c) Adjustment for civil component (except cement and steel)/electrical component of construction 'Materials'

$$V_m = W \times (X/100) \times (MI - MI_0) / MI_0$$

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

W = Cost of work done worked out as indicated in sub-para (ii) above.

X_m = component of materials expressed as percent of the total value of work.

MI=All India wholesale Price index for civil component/electrical component*of construction materials as worked out on the basis of All India Wholesale price Index for Individual Commodities/Group Items for the period under consideration as published by the Economic Adviser to Government of Arunachal Pradesh, Ministry of Industry and Commerce, and applying weightages to the Individual Commodities/Group items. (In respect of the justified period extended under the provisions of clause 5 of the contract with out and action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.).

MI₀=All India whole-sale-Price index for civil component/electrical component of construction materials as worked out on the basis of All India Wholesale price Index for individual Commodities/Group items valid on the stipulated date of receipt of tender including extension, if any, as published by the Economic Adviser to Government of Arunachal Pradesh, Ministry of Industry and

Commerce, and applying weightages to the Individual Commodities/Group items.

*Note :- relevant component only will be applicable.

d) Adjustment for component of 'POL'

$$V_F = W \times Z/100 \times (FI-FI_0)/FI_0$$

V_F = Variation in cost of fuel, oil and lubricant, increase or decrease in rupees to be paid or recovered.

W = Value of work done worked out as indicated in sub-para (ii) clauses 10CC.

Z = Component of Fuel, Oil and Lubricant expressed as percent of the total value of work.

FI = All India whole sale price index for Fuel, Oil and Lubricant for the period under consideration as published by the Economic Adviser to Government of Arunachal Pradesh, Ministry of Industry and Commerce, New Delhi. (In respect of the justified period extended under the provisions of clause 5 of the contract with out and action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered).

FI_0 = AllIndia whole sale price index for Fuel, Oil and Lubricant valid on the last stipulated date of receipt of tender including extension , if any.

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

(a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the 3 (three) calendar months of the said quarter. The first such payment shall be made at the end of 3 (three) months after the month (excluding) in which the tender was accepted and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

(b) The index (MI/FI etc) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the 3 (three) calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than 3 (three) months, the index MI and FI shall be the average of the indices for the months falling within that period.

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

$$V_L = W \times Y / 100 \times (LI - LI_0) / LI_0$$

V_L = Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.

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

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

LI_0 = Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

LI = Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or orders as applicable on the last date of the quarter previous to the one under consideration. (in respect of the justified period extended under the provisions of clause 5 of the contract with out and action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less , shall be considered).

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

(a) The minimum wage of an unskilled male mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of Arunachal Pradesh, Ministry of Labour and that notified by the local administration both relevant to the place and the period of reckoning.

(b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials and/ or POL is paid under this clause. If such revision of minimum wages takes place during any such quarterly

intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters.

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

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

(a). No such adjustment for the decrease in the price of materials and/ or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'F'.

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

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

CLAUSE 10 D

**Dismantled
Material
Government**

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

CLAUSE 11

**Work to be
Executed in
Accordance
with**

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in

every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Arunachal Pradesh PUBLIC WORKS DEPARTMENT specified in Schedule “F” or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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

CLAUSE 12

Deviations/

Variations Extent

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

- 12.1** The time for completion of the work shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended if requested by the contractor, as follow:-
- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.

- (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

Deviations, Extra items and pricing

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

Deviations, Substituted items, pricing

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

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

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

Deviation, Deviated Quantities, Pricing

In the case of contract items, substituted items, contract cum substitute items which exceed the limits laid down in schedule F, the contractor may within 15 days of receipt of order or occurrence of the excess claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities ,the Engineer-in-Charge shall, within 1 months of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted y the contractor, determine the rates on the basis of the market rates, the contractor shall be paid in accordance with the rates so determined

12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in schedule F, and the Engineer-in-Charge may after giving notice to the contractor within 1 months of

receipt of order by the contractor or occurrence of the excess and after taking into consideration any reply received from him within 15 day of receipt of the notice revise the rates for the work in question within 1 months of expiry of the said period of 15 days having regard to the market rates.

- 12.4** The contractor shall send to the Engineer-in-Charge once every 3 months an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Superintending Engineer may authorize consideration of such claims on merits.
- 12.5** For the purpose of operation of schedule F the following works shall be treated as works relating to foundation:
- (i) For buildings, compound walls plinth level or 1.20 m (4 feet) above ground level whichever is lower excluding items of flooring and DPC but including base concrete below the floors.
 - (ii) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs the bed of floor level.
 - (iii) For retraining walls where floor level is not determinate 1.20 m above the average ground level or bed level.
 - (iv) For Roads all items of excavation and filling including treatment of sub-base.
- 12.6** Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer

or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE 13

**Foreclosure of
Contract due to
Abandonment or
Reduction Scope
of Work**

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

The contractor shall be paid at contract rates full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure.

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour hits, staff quarters and site office, storage accommodation and water storage tanks.
- (ii) Government shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, Government shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Government cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- (iii) If any materials supplied by Government are rendered surplus, the same except normal wastage shall be returned by the contractor to Government at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to Government stores, if so required by Government, shall be paid.

- (iv) Reasonable compensation for transfer of T&P from site to contractor's permanent stores or to his other works, whichever is less. If T&P are transported to either of the said places, no cost of transportation shall be payable.
- (v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Engineer-in-Charge furnish to him books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over the Government as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Government from the contractor under the terms of the contract.

CLAUSE 14 – deleted [merged with clause 3]

CLAUSE 15

**Suspension of
Work**

- i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
 - a) on account of any default on the part of the contractor or ;
 - b) for proper execution of the works or part thereof for reasons other than the
default of the contractor ; or

- c) for safety of the works or part thereof.

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

- ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

- a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and ;

- b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds 30 days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details to the Engineer-in-Charge within 15 days of the expiry of the period of 30 days.

- iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than 3 months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within 15 days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Government or where it affects whole of the works, as an abandonment of the works by Government, shall within 10 day of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Government, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

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

**Action in case
Work not done as
per specifications.**

CLAUSE 16

All works under or in course of execution or executed in pursuance of the contract shall at times be open and accessible to the inspection and supervision of the Engineer-in-Charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Control Organization of the Department and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instruction or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-Charge or his authorized subordinates in charge of the work or to the Chief Engineer in charge of Quality Control or his subordinate officers or to the Chief Technical Examiner or his subordinate officers that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within 6 months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any

payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 17

**Contractor
Liable for
Damages,
defects during
maintenance
period**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of the building in which they be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within 6 (six) months (3 months in the case of any work other than road work costing Rs 1.00 Lakhs 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 that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit except for the portion pertaining to asphaltic work which is governed by sub-para (iii) of / clause 35 or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor except the portion pertaining to asphaltic work is governed by sub-para (iii) of clause 35 shall not be refunded before the expiry of 6 months (3 months in the case of any work other than road work costing Rs 1.00 Lakhs 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 3 months and the remaining half of the security deposit will be refundable after 3 months and the remaining half after 6 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

**Contractor to
Supply Tools
and Plants etc.**

The contractor shall 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, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for 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 this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

CLAUSE 18 (A)

**Recovery of
Compensation
paid to
Workman**

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

CLAUSE 18 B

**Ensuring Payment
and Amenities to
Workers if
Contractor fails**

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and

Abolition) Central Rules, 1971, Government is obliged to pay any amounts of wage to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the PWD Contractor's Labour Regulations, or under the Rules framed by the Government of Arunachal Pradesh from time to time for the protection of health and sanitary arrangements for workers employed by PWD Contractors, Government will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Government under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government 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 Government to the contractor whether under this contract or otherwise Government shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

CLAUSE 19

**Labour Laws to be
complied by the
Contractor**

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 provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other construction workers 9regulation of employment & condition of service) act 1996 and the building and other construction workers welfare cess act 1996.

Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the result 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 Govt. of Arunachal Pradesh, Department of Labour Gazette notification, labour Registrations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

- ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

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

- iv)
 - A). The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers which are not justified by their terms of contract or non-observance of the Regulations.
 - B). Under the provision of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labour and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge 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 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, 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 contractors labour (regulation of abolition Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

- vi) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the PWD Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be 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 that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19 C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per PWD 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 200/- 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 costs incurred in that behalf from the contractor.

CLAUSE 19 D

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 and the first half of the current month respectively:-

1. the number of laborers employed by him on the work.
2. Their 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 and injury caused by them, and
5. The number of female workers who have been allowed maternity benefit according to Clause-19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Government a sum not exceeding Rs 200/= for each default or materially incorrect statement. The decision of the Divisional Officer, Engineer - in - charge shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

CLAUSE 19 E

In respect of all labour directly or indirectly employed in the works for the performance of the contractors part of this contract the contractor shall comply with

or cause to be complied with all the rules framed by Govt from time to time for protection of health & sanitary arrangements to, workers employed by the PUBLIC WORKS DEPARTMENT and its contractors.

CLAUSE 19 F

Leave and pay during leave shall be regulated as follows

1. Leave:
 - i. In the case of delivery – maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day.
 - ii. In the case of miscarriage – up to 3 weeks from the date of miscarriage.
2. Pay:
 - i. In the case of delivery – leave pay during maternity leave will be at the rate of women’s average daily earnings, calculated on total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rs 1.00 only a day whichever is greater.
 - ii. In the case of miscarriage – leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date of such miscarriage.
- i) Conditions for the grant of Maternity Leave.
No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than 6 months immediately preceding the date on which she proceeds on leave.
3. The contractor shall maintain a register of Maternity (Benefit) in the prescribed form as shown in annexure – I and II, and the same shall be kept at the place of work.

CLAUSE 19 G

In the event of the contractor(s) committing a default or breach of any of the provisions of the AP PWD, Contractor’s Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum not exceeding Rs 200/- 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.200/- pay day for each 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 contractor(s) is/are not properly observing and complying with the provisions of the PWD Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as 'the said Rules') the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-charge shall have the power to provide the amenities here-in-before mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be re-modeled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or re-construct 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 19 H

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

1.
 - a. The minimum height of each hut at the eaves level shall be 2.10 m and the floor area to be provided will be at the rate of 2.70 sq.m. for each member of the worker's family staying with the labourer.
 - b. The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80x1.50 m 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 latrine and urinals being provided for women.
 - d. The contractor (s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the

- camp. These bathing and washing places shall be suitable screened.
2.
 - a. All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-charge. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides and shall be at least 15 cm above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-charge and the contractor shall ensure that throughout the period of their occupation the roofs remain water-tight.
 - b. The contractor(s) shall provide each hut with proper ventilation.
 - c. All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
 - d. There shall be kept an open space of at least 7.20 m between the rows of huts which may be reduced to 6 m according to the availability of site with the approval of the Engineer-in-charge. Back to back construction will be allowed.
 4. **Water Supply** – The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to his/their labour camp from the existing mains wherever available, and shall pay all fees and charges thereof.
 5. The site selected for the camp shall be high ground, removed from jungle.
 6. **Disposal of Excreta** - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/Authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/Authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/Local Authority. The contractor shall provide one sweeper for every eight seats in case of dry system.
 7. **Drainage** – The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
 8. The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
 9. **Sanitation** – The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19 I

The Engineer-in-charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

CLAUSE 19 J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by any body unauthorisedly during construction, and is handed over to the Engineer-in-charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed by the Superintending Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Superintending Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

CLAUSE 19 J

**Employment of
skilled/semi
skilled workers**

The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen alongwith requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge of failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of RS. 100 per such tradesman per day. Decision of Engineer-in-charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

CLAUSE 20

**Minimum
Wages Act to
be Complied
with**

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

**Work not to be
sublet, Action in
case of insolvency**

CLAUSE 21

The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, 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 agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Governor of Arunachal Pradesh shall have power to adopt any the course specified in Clause-3 hereof as may deem best suited to the interest of Government and in the event of any of these courses being adopted the consequences specified in the said Clause-3 shall ensue.

CLAUSE 22

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

CLAUSE 23

**Changes in
firm's
Constitution to**

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 works 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 taken, and the same consequences shall ensue as provided in the said Clause-21.

CLAUSE 24

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the 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 on.

Settlement of Disputes and Arbitration

CLAUSE 25

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

- a). If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly with 15 days request the Superintending Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of 1 (one) month from the receipt of the contractor's letter.

If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer, the contractor may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Engineer who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chief Engineer for appointment of arbitrator failing which the said decision shall be binding and conclusive and not referable to adjudication by the arbitrator.

- b). Except where the decision has become final, binding and conclusive in terms of Sub Para (a) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chief Engineer, AP PWD, in charge of the work or if there be no Chief

Engineer, the administrative head of the said AP PWD . If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along-with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Engineer of the appeal.

It is also a term of this contract that no person other than a person appointed by such Chief Engineer AP PWD or the administrative head of the AP PWD, as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Government shall be discharge and released of all liabilities under the contract in respect of these claims.

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

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceed Rs 1.00 Lakhs the arbitrator shall give reasons for the award.

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

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference of the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award if made and published, be paid half

and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

CLAUSE 26

Contractor to indemnify Govt. against Patent Rights.

The contractor shall fully indemnify and keep indemnified the Governor of Arunachal Pradesh against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Government in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the Governor of Arunachal Pradesh if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27

Lump-sum Provisions in Tender.

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

CLAUSE 28

Action where no Specifications are specified.

In the 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 Standards Specifications. In case there is no such specification in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per District specifications. In case there are no such specifications as required above, the work shall be carried out in all respect in accordance with the instructions and requirements of Engineer-in-Charge.

CLAUSE 29

With-holding & lien in respect of sums due from Contractor.

- (i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and also have lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the Government shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the Government or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Government will be kept withheld or retained as such by the Engineer-in-Charge or Government till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that contractor will have no claim for interest or damages whatsoever or any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

- ii). Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is

found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor, without any interest thereon whatsoever.

Provided that the Government shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or Executive Engineer.

CLAUSE 29 A

Lien in respect of claims in other contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Government or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the Government or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 30

Employment of coal mining or controlled area labour not permissible

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

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

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

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

Explanation :Controlled Area means any area declared or may be declared as controlled area by or with the approval of the Central Government.

CLAUSE 31

**Unfiltered
water supply.**

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

- a). That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
- b). The Engineer-in-Charge shall make alternative arrangement for supply of water at the risk and cost of contractor(s) if the arrangements made by the

Contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

CLAUSE 31A

**Departmental
water supply, if
available.**

Water if available may be supplied to the contractor by the department subject to the following conditions:-

- i). The water charges @1% shall be recovered on gross amount of the work done.
- ii). The Contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.
- iii). The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the Contractor(s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the Government water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

CLAUSE 32

**Alternate water
arrangements.**

- i). Where there is no piped water supply arrangement and the water is taken by the Contractor from the wells or hand pump constructed by the Government, 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 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 on this account and his decision shall be binding on the Contractor.

- ii). The contractor shall be allowed to construct temporary well in Government land for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charges 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

Return of Surplus materials.

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Government either by issue from Government stocks or purchase made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the Government 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 or 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 charged to him excluding the element of storage charges. The decision of the Engineer-in-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 license or permit and/or for criminal breach of trust, be liable to Government 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

Hire of Plant and Machinery.

- i). The Contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of

the work except for the Plant and Machinery listed in Schedule 'C' and stipulated for issue to the Contractor. If the Contractor requires any item of T&P on hire from the T&P available with the Government over and above the T&P stipulated for issue, the Government will, if such item is available, hire it to the Contractor at rates to be agreed upon between him and the Engineer-in-Charge. In such a case all the conditions hereunder for issue of T&P shall also be applicable to such T&P as is agreed to be issued.

- ii). Plant and Machinery when supplied on hire charges shown in Schedule 'C' shall be made over and taken back at the departmental equipment yard/shed shown in Schedule 'C' and the Contractor shall bear the cost of carriage from the place of issue to the site of work and back. The Contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the Contractor and its extent in this regard and his decision shall be final and binding on the Contractor.

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

- iv). The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over upto and inclusive of the date of the return in good order even though the same may not have been working for any cause except major breakdown due to no fault of the Contractor or faulty use requiring more than 3 (three) working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The Contractor shall immediately intimate in writing to the Engineer-in-Charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer-in-Charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the breakdown before lunch period or major breakdown will be computed considering half a day's breakdown on the

day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause the decision of Superintending Engineer shall be final and binding on the Contractor.

- v). The hire charges shown above are for each day of 8 hours (inclusive of the one hour lunch break) or part there-of.

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

- viii). Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work however, the Engineer-in-Charge may, at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that case the hourly hire charges for overtime to be borne by the Contractor shall be 50% more than normal proportionate hourly charges ($\frac{1}{8}$ th of the daily charges) subject to minimum of half day's normal charges on any particular day. For working out hire charges for overtime a period of half an hour above will be charged as one hour and a period of less than half an hour will be ignored.

- viii). The Contractor shall release the plant and machinery every 7th day for periodical servicing and/or wash out which may take about 3 to 4 hours or more. Hire charge for full day shall be recovered from the contractor for the day of servicing/wash out irrespective of the period employed in servicing.

- ix). The plant and machinery once issued to the Contractor shall not be returned by him on account of lack of arrangements of labour and

materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of Engineer-in-Charge the work or a portion of work for which the same was issued is completed.

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

- xi). In the case of concrete mixers, the Contractor shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion.
 - a). In case rollers for consolidation are employed by the Contractor himself, Log Book for such rollers shall be maintained in the same manner as in done in case of departmental rollers, maximum quantity of any items to be consolidated for each roller-day shall also be same as in Annexure to Clause 34(x). For less use of rollers recovery for the less roller days shall be made at the stipulated issue rate.

- xii). The Contractor shall be responsible to return the plant and machinery in the condition in which was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Divisional

Engineer shall be the sole judge to determine the liability of the Contractor and its extent in this regard and his decision shall be final and binding on the Contractor.

- xiii). The Contractor will be exempted from levy of any hire charges for the number of days he is called upon in writing by the Engineer-in-Charge to suspend execution of the work, provided Government plant and machinery in question have, in fact, remained idle with the Contractor because of the suspension.

- xiv). In the event of the Contractor not requiring any item of plant and machinery issued by Government though not stipulated for issue in Schedule 'C' any time after taking delivery at the place of issue, he may return it after 2 days written notice or at any time without notice if he agrees to pay hire charges for 2 additional days without, in any way, affecting the right of the Engineer-in-Charge to use the said plant and machinery during the said period of 2 days as he likes including hiring out to a third party.

CLAUSE 35

**Condition
relating to use
of asphaltic
.....**

- i). The Contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.

- ii). The Contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material return to the Contractors. Although the materials are hypothecated to Government, the Contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of Engineer-in-Charge in writing.

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

CLAUSE 36

**Employment of
Technical Staff
and employees.**

Contractors Superintendence, Supervision, Technical Staff and Employees.

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

The Contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name, qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such representative(s) to the Contractor. Any such approval may at any time be withdrawn and in case such withdrawal, the Contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the Contractor soon after receipt of the approval form Engineer-in-Charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to the other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work of supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical

representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stage of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-charge and shall also note down instruction conveyed by the Engineer-in-charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the Contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the Contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the Contractor. Further if the contractor fails to appoint suitable technical principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable other technical representative(s) is/are appointed and the Contractor shall be held responsible for the delay so caused to the work. The Contractor shall submit a certificate of employment of the technical representative(s) along-with every on account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

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

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

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

**Levy/Taxes
payable by
Contractor.**

CLAUSE 37

- i). Sales Tax /VAT or any other tax on materials in respect of this contract shall be payable by the Contractor and Government shall not entertain any claim whatsoever in this respect.
- ii). The Contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.
- iii). If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of Arunachal Pradesh and does not any time become payable by the Contractor to the State Government. Local authorities in respect of any material used by the Contractor in the works then in such a case, it shall be lawful to the Government of Arunachal Pradesh and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the Contractor.

CLAUSE 38

**Conditions for
reimbursement of
levy/taxes if
levied after
receipt of
tenders.**

- i). All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the Contractor thereupon necessarily and properly pays such

taxes/levies, the Contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of Superintending Engineer (whose decision shall be final and binding on the Contractor) attributable to delay in execution of work within the control of the Contractor.

- ii). The contractor shall keep necessary books of accounts and other documents for the purpose of this conditions as may be necessary and shall allow inspection of the same by a duly authorized representative of Government and/or the Engineer-in-Charge and further shall furnish such other information/document as the Engineer-in-Charge may require time to time.
- iii). The Contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the constitution (46th Amendment) Act 1982, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 39

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the Divisional Officer on behalf of the Governor of Arunachal Pradesh shall have the option of terminating the contract without compensation to the Contractor.

CLAUSE 40

**If relation
working in AP
PWD then the
Contractor not
allowed to
tender.**

The Contractor shall not be permitted to tender for works in the AP PWD circle (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades

of the Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the name of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any Gazetted Officer in AP PWD or in the Ministry of Urban Development. Any breach of this condition by the Contractor would render him liable to be removed from the approval from the approved list of contractors of this Department. **If however the Contractor is registered in any other department, he shall be debarred from tendering in AP PWD for any breach of this condition.**

NOTE:-

By the term 'near relatives' is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and there corresponding in-laws.

CLAUSE 41

No Gazetted
Engineer to
work as

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of Arunachal Pradesh shall work as a Contractor or employee of a Contractor for a period of 2 years after his retirement from Government service without the previous permission of Government of Arunachal Pradesh in writing. 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 Government of Arunachal Pradesh as aforesaid, before submission of the tender or engagement in the Contractor's service, as the case may be.

CLAUSE 42

Return of
material and
recovery for

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

- a). Quantity of cement and bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.
 - b). Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter-wise, section-wise and category-wise separately.
 - c). Theoretical quantity of G.I. and C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case G.I./M.S. sheets if shall be 10%), such determination and comparison being made diameter-wise and category-wise.
 - d). For any other material as per actual requirements.
- ii). Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within 15 days of the issue of written notice by the Engineer-in-Charge to this effect shall be recovered at the rates specified in Schedule 'F', without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should be been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule 'F', shall be final and binding on the contractor.

For non-scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

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

CLAUSE 43

Compensation during warlike situations

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

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the ARP Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any

tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Divisional Officer.

CLAUSE 44

Apprentices Act provisions to be complied with.

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CLAUSE 45

Release of Security deposit after labour clearance

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till 6 months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.