

PUDUCHERRY DISTILLERIES LIMITED

(A Govt. of Puducherry Undertaking)
R.S. No. 144 & 145, Ariyalayam, Villianur,
Puducherry 605 110.



NOTICE INVITING TENDER

Name of Work	Repair and Restoration Works in Toilet Blocks for Gents and Ladies (Blending and Bottling Staff) and R.O Water Treatment Plant including Providing Foot Path to Toilet Blocks in Puducherry Distilleries Ltd., Puducherry.
NIT No.	PDL/ ABBU/ CIVIL/ 01/ 2024-25
Estimated Cost	₹14,18,458/- (inclusive of GST @ 18%) (Rupees Fourteen Lakh Eighteen Thousand four Hundred and Fifty-Eight only)
EMD	₹ 28,370/-
Class of Contractor	Class V & above
Time for Completion	3 (Three) Months including monsoon period
e-tender processing fee (Non-refundable)	₹ 1000/- + GST @ 5%
Bid Submission Start Date	04.12.2024 at 3.00 P.M
Last date & Time of Submission of bid on (or) before	4.30 P.M on 11/ 12/ 2024
Date & Time of Opening of Bid	10.30 A.M on 12 / 12/ 2024

NIT invited by Managing Director, Puducherry Distilleries Ltd., Puducherry.

PRESSNOTICE FOR e-TENDER

The *Managing Director, Puducherry Distilleries Ltd., Puducherry*(Email pdl@pdlindia.in) invites online Percentage Rate bids from the approved and eligible Contractors/ firms for following work: -

Name of Work	Repair and Restoration Works in Toilet Blocks for Gents and Ladies (Blending and Bottling Staff) and R.O Water Treatment Plant including Providing Foot Path to Toilet Blocks in Puducherry Distilleries Ltd., Puducherry.
NIT No.	PDL/ ABBU/ CIVIL/ 01/ 2024-25
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Bid Submission Start Date	04.12.2024 at 3.00 P.M
Last date & Time of Submission of bid on (or) before	4.30 P.M on 11. 12. 2024
Date & Time of Opening of Bid	10.30 A.M on 12. 12. 2024

The Bid forms and other details can be downloaded from the website <https://pudutenders.gov.in>(also in PDL web site <https://pdlindia.in> for reference only)

Managing Director,
Puducherry Distilleries Ltd.,
Puducherry

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR
E-TENDERING FORMING PART OF BID DOCUMENT**

Tenders are invited through e-Tendering by the *Managing Director, Puducherry Distilleries Ltd., Puducherry* (Email ID: pdl@pdindia.in) for the following work from the eligible contractors/firms. Contractors / Firms other than those registered with PWD, Puducherry should produce documentary evidence in support of their having satisfactorily completed three similar works each of 40% of estimate cost put to tender or two works each of 60% of estimate cost put to tender or one work of 80% of estimate cost put to tender in the last seven years ending previous day of last date of submission of tenders. (**Similar work means execution of "Buildings Work"**). The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders. The contractor after purchasing the valid ikey and Digital signature Certificate can only be able to download the Press Notice, NIT and other related documents and upload the bid document online by verifying the Tender Number assigned for this work from www.pudutenders.gov.in

SI	NIT No	Name of work and Location	Estimated cost put to bid (Rs)	Earnest Money (Rs)	Stipulated Period of Completion	Class of contractor
1	2	3	4	5	6	7
1	PDL/ ABBU/ CIVIL/ 01/ 2024-25	Repair and Restoration Works in Toilet Blocks for Gents and Ladies (Blending and Bottling Staff) and R.O Water Treatment Plant including Providing Foot Path to Toilet Blocks in Puducherry Distilleries Ltd., Puducherry.	₹14,18,458/- (Including GST @ 18%)	₹28,370/-	3 (Three) Months including monsoon period	Class V & above
e-tender processing fee(Non-refundable)				₹1000/- + GST @ 5%		
Bid Submission Start Date				04.12.2024 at 3.00 P.M		
Last date of online submission of EMD, bid and other documents as specified in the bid document.				4.30 P.M on 11. 12. 2024		
Date and time of opening of bid				10.30 A.M on 12. 12. 2024		

Note:

1. The intending bidder must read the terms and conditions of FORM-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. The bid document consisting of plans, specifications, the schedule of quantities of various types

of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.pudutenders.gov.in at free of cost.

4. Tenders shall be accompanied with e-tender processing fee of ₹ 1000/- + GST @ 5% & Earnest money of ₹ 28,370/- which shall be payable using payment e-gateway of ICICI Bank through internet banking or DIRECT DEBIT/ RTGS/ NEFT/ RTGS mode through online. There is no exemption for the payment of Tender Fee and EMD.

5. The Tender shall be submitted only if the Tenderer is agreeable to all the terms and conditions of this Tender. Tenders are to be submitted through e-procurement platform at <https://pudutenders.gov.in> only. Tenders submitted in any other form will not be accepted.

6. The bidders are required to submit soft copies of their bids electronically on the e-Procurement Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-Procurement Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-Procurement Portal. More information useful for submitting online bids on the e-Procurement Portal may be obtained at: <https://pudutenders.gov.in>.

7. REGISTRATION

- i. Bidders are required to enroll on the e-Procurement module of the e-Procurement Portal (URL: <https://pudutenders.gov.in>) by clicking on the link "Online bidder Enrolment" on the e-Procurement Portal which is free of charge.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the e-Procurement Portal.
- iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any of the Certifying Authority recognized by CCA India (e.g. nCode, eMudhra etc.), with their profile.
- v. Bidder then log-in to the site through the secured log-in by entering their user ID / password and the password of the Digital Signature Certificate.

8. ONLINE PAYMENT OF EMD & TENDER FEES

- I. The bidders have the option to make payment of EMD & Tender fee through the following modes:
 1. Internet Banking
 2. NEFT/RTGS.
- II. In Internet banking, bidders shall make payments using his/her internet Banking enabled account with any of the banks listed in the Annexure-II enclosed. The Payment Gateway will display a list of banks wherein the bidder has to choose his bank. Upon selection, the bidder will be taken to the login page of his/her bank. The bidder has to Login and proceed for paying the Tender fees/EMD. If the transaction is successful, system will be redirected to the e-Tendering portal for submission of bid.
- III. To facilitate Bidders who do not have Internet banking facility, payment can be made offline through NEFT/ RTGS mode. In this option, the bidder has to take print-out of the NEFT/ RTGS payment Challan auto-generated by the system and visit his/ her bank to remit the requisite amount. Once payment is received in the pooling account, the bidders will be able to proceed for bid submission by feeding the Unique Transaction Reference (UTR) number in the e-Procurement portal. It is advised that the bidders make payment one day in advance for validation purpose.
- IV. Bid submission can be done immediately when EMD/ Tender fee is paid through "Internet Banking" mode when compared to NEFT/ RTGS mode of payment.
- V. During evaluation of tender, EMD of unsuccessful bidders will be automatically refunded to the bidder's account from where they initiated payment.

**LIST OF MANDATORY DOCUMENTS TO BE SCANNED AND UPLOADED
WITHIN THE PERIOD OF BID**

- 1) The e-tender processing fee & EMD should be deposited only through NEFT/ RTGS/ Direct Debit mode available in the website.
- 2) All contractors should upload PWD/ CPWD/ MES/ Railways/ TWARD/ Any State PWD Registration Certificate/ Enlistment Order of the appropriate class.
- 3) Certificate of Registration for GST, and Acknowledgement of up to date filed return of GST, if already obtained by the bidder.
- 4) If the bidder has not obtained GST registration as applicable, then he shall scan and upload following undertaking along with the bid document "If work is awarded to me, I/ we shall obtain GST registration certificate, as applicable, within one month from date of receipt of award letter or before release of any payment whichever is earlier, failing which I/ we shall be responsible for delay in payments which will be due towards me/ us on account of the work executed and/ or for any action taken by Puducherry Distilleries Ltd., or GST department in this regard."
- 5) Contractors/ Firms other than those registered with PWD, Puducherry shall upload the Form "C" that the statement of detail of completed works as per the eligibility criteria specified in the NIT. Necessary attested copies of the **Work Order, Final Completion Certificate** received from the client for the said work(s) in Form "C" have to be attached.
- ~~6) Valid Notarized Affidavit of Non-black listing by PWD/ State/ Central Departments/ PSU/ Autonomous bodies as per Form "J" on Non-Judicial stamp paper of Rs.100/- duly signed by the authorized person of agency/ firm-~~
- ~~7) Valid Notarized Affidavit of 'No back-to-back execution of work' as per Form "G" on Non-Judicial stamp paper of Rs.100/- duly signed by the authorized person of agency/ firm.~~
- 8) Declaration about site inspection.
- 9) The scanned copy of Latest Income-Tax clearance certificate from Income Tax Company

Note:

- 1) *All the above documents must be clearly displayed and seen by the tender opening authority before opening the actual bid.*
- 2) *All the bidders should submit the original documents uploaded for the above work after opening of the tender on the same/ next day for verification.*
 - i. Licenses/ Registrations or proof of applying for Labour licenses, registration with EPFO, ESIC & BOCW welfare Board.
 - ii. Willingness certificate from concerned competent electrical contractor if required.

**Managing Director,
Puducherry Distilleries Ltd.,
Puducherry**

FORM 'C'**DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH PREVIOUS TO THE ONE IN WHICH THE TENDERS ARE INVITED**

Sl. No.	Name of work/project and location	Owner or sponsoring organization	Cost of work in Crores of rupees	Date of Commencement as per Contract	Stipulated Date of completion	Actual date of completion	Litigation/arbitration cases pending/ in progress with details*	Name and Address/ Telephone number of officer to Whom reference may be made	Whether the work was done on back to back basis Yes/ No
1	2	3	4	5	6	7	8	9	10

**Indicate gross amount claimed and amount awarded by the Arbitrator Tribunal*

Note: Attested copies of the Work Order, final completion certificate from the client for the above said work(s) have to be attached.

**Signature of Bidder(s)/
Authorized Authority of the firm
(With Name & Seal)**

FORM 'J' AFFIDAVIT

Name of work ~~Repair and Restoration Works in Toilet Blocks for Gents and Ladies (Blending and Bottling Staff) and R.O Water Treatment Plant including Providing Foot Path to Toilet Blocks in Puducherry Distilleries Ltd., Puducherry.~~

NIT No.: ~~PDL/ ABBU/ CIVIL/ 01/ 2024-25~~

~~I/we undertake and confirm that our firm/partnership firm has not been blacklisted by any State/ Central Departments/ PSUs/ Autonomous bodies during the last 7 years of its operations. Further that, if such information comes to the notice of the **Puducherry Distilleries Ltd.**, then I/we shall be debarred for bidding in PW in future forever. Also, if such information comes to the notice of **Puducherry Distilleries Ltd.**, on any day before date of start of work, the Managing Director shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.~~

~~NOTE: Affidavit to be furnished on a 'Non-Judicial' stamp paper worth Rs.100/-~~

~~Signature of Bidder(s) or An Authorized
Officer of the firm with stamp
(with Name & Seal)~~

~~Date:~~

~~Signature of Notary with seal~~

FORM 'G'
AFFIDAVIT

Name of Work: ~~Repair and Restoration Works in Toilet Blocks for Gents and Ladies (Blending and Bottling Staff) and R.O Water Treatment Plant including Providing Foot Path to Toilet Blocks in Puducherry Distilleries Ltd., Puducherry.~~

NIT No.: ~~PDL/ABBU/CIVIL/01/2024-25~~

~~I/We undertake and confirm that eligible similar work(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 **Puducherry Distilleries Ltd.**, then I/we shall be debarred for tendering in PWD in future forever. Also, if such a violation comes to the notice of **Puducherry Distilleries Ltd.**, before date of start of work, the Managing Director shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.~~

NOTE: Affidavit to be furnished on a 'Non-Judicial' stamp paper worth Rs.100/-

Signature of Bidder(s) or An Authorized
Officer of the firm with stamp
(with Name & Seal)

Date:

Signature of Notary with seal

DECLARATION ABOUT SITE INSPECTION

To,
**Managing Director,
Puducherry Distilleries Ltd.,
Puducherry**

Sub: **NIT No: PDL/ ABBU/ CIVIL/ 01/ 2024-25** for the work **Repair and Restoration Works in Toilet Blocks for Gents and Ladies (Blending and Bottling Staff) and R.O Water Treatment Plant including Providing Foot Path to Toilet Blocks in Puducherry Distilleries Ltd., Puducherry.**

Dear Sir,

It is hereby declared that as per PWD-6 FOR e-BIDDING, I/ We the bidder inspected and examined the subject site and its surrounding and satisfy myself/ ourselves as to the nature of the ground and sub-soil (so far as is practicable), the forms and nature of the site/ ourselves before submitting the bid, the accommodation which may require and all necessary information as to risks, contingencies and other circumstances which may influence or affect our bid have been obtained. I/We the bidder shall have full knowledge of the site and no extra charge consequent upon any misunderstanding or otherwise shall be claimed in later date.

I/We bidder shall be responsible for arranging and maintaining at 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 me/us implies that I/We have read this notice and all other contract documents and has made myself /ourselves aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

Yours faithfully,

Signature of Bidder(s) or
An Authorized Officer of the firm
(with Name & Seal)

Note: The above declaration shall be scanned and uploaded online.

SAFETY CLAUSE

As spirit storage area is nearby, the tenderer should take utmost care while carrying out welding work regarding safety. Necessary pre-cautious steps such as providing of barricade, safety measures are to be provided by the tenderer.

LOCATION OF WORK SITE

The worksite is store shed building is located in the Puducherry Distilleries Limited Campus of the Arrack Blending and Bottling unit is at Ariyalayam village, in Villianur which is situated on the National Highway No.45-A, at a distance of about 12 Kms., from Puducherry. Nearest railway station is Puducherry, which is connected to Villupuram junction by Broad Gauge. Puducherry is also accessible by road from Chennai by the Chennai-Trichy National Highway No.45, (with a turn at Tindivanam), as well as East Coast Highway, and the distance from Chennai by Road is about 160 and 150 Kms respectively.

PWD- FORM-6 FOR E- TENDERING

- 1) Percentage rate bids are invited from eligible Contractors for the Work of **Repair and Restoration Works in Toilet Blocks for Gents and Ladies (Blending and Bottling Staff) and R.O Water Treatment Plant including Providing Foot Path to Toilet Blocks in Puducherry Distilleries Ltd., Puducherry.** The enlistment of the contractors should be valid up to 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 up to the original date of submission of bids. The work is estimated to **₹14,18,458/- (inclusive of GST @ 18%)**. This estimate, however, is given merely as a rough guide.
- 2) Agreement shall be drawn with the successful bidders on prescribed Form No. PWD 7 (or other Standard Form as mentioned) suitable to **Puducherry Distilleries Ltd.**, which is available as a Govt. of India Publication and also available on website <https://pwd.py.gov.in> Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
- 3) The time allowed for carrying out the work will be **3 (Three) Months including monsoon period** including monsoon period 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.
- 4) (i) The site for the work shall be made available in parts as per execution of work.
(ii) The architectural and structural drawings shall be made available in phased manner, as per the requirement of the same as per approved programme of completion submitted by the contractor after award of work.
- 5) The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website www.pudutenders.gov.in free of cost.
- 6) After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
- 7) While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
- 8) When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.

9) Earnest Money shall be deposited through DIRECT DEBIT/ NEFT/ RTGS mode only through online.

10) The earnest money given by all the tenderers except the lowest tenderer shall be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier.

Copy of Enlistment Order and certificate of work experience and other mandatory documents as specified in the NIT shall be scanned and uploaded to the e-Tendering website within the period of bid submission. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Processing fee, EMD got deposited and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at 10.30 A.M on 12. 12. 2024.

11) The bid submitted shall become invalid and e-tender processing fee shall not be refunded if:

- a) *The bidder is found ineligible.*
- b) *The bidder does not upload scanned copies of all the mandatory documents stipulated in the bid document.*
- c) *If any discrepancy is noticed between the mandatory documents as uploaded at the time of submission of tender and hard copies as submitted physically by the bidders in the office of tender opening authority.*
- d) *If a bidder does not quote any percentage above/below on the total amount of the tender or any section/ sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest bidder.*

12) The contractor whose bid is accepted will be required to furnish performance guarantee at specified percentage of the tendered amount mentioned in Schedule-E and within the period specified in Schedule F. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Bank 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. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme chart (Time and Progress) within time specified in Schedule-F including

Provident Fund Code No. (If applicable) and also ensure the compliance of aforesaid provisions by the sub-contractors, if any engaged by the contractor for the said work within the period specified in Schedule-F.

- 13) The description of the work is as follows: **Repair and Restoration Works in Toilet Blocks for Gents and Ladies (Blending and Bottling Staff) and R.O Water Treatment Plant including Providing Foot Path to Toilet Blocks in Puducherry Distilleries Ltd., Puducherry.**

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 ground and sub- soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder 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 a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

14. The Managing Director, Puducherry Distilleries Ltd., does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
15. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
16. The competent authority on behalf of Puducherry Distilleries Ltd., reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
- 17) The contractor shall not be permitted to bid for works in the Puducherry Distilleries Ltd., (in case of contractors of Horticulture/Nursery category) responsible for award and execution

of contracts, in which his near relative is posted a Divisional Accountant or as an officer. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Puducherry Distilleries Ltd., Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors.

- 18) No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
- 19) The bid for the works shall remain open for acceptance for a period of **60 (Sixty) days from the due date of its opening** in case of single bid system. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Puducherry Distilleries Ltd., shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
- 20) This notice inviting Bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of: -
The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, 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.
Standard **C.P.W.D. Form 7(OR)** other Standard C.P.W.D. Form as applicable to Puducherry Distilleries Ltd.,
- 21) This work is covered under **Puducherry Goods and Service Tax Act, 2017 and Central Goods and Service Tax Act 2017**, hence the contractors are requested to quote the rates including the effect of GST. Additional/Separate claim for GST will not be entertained on any account after the award of work. The payment is also liable for TDS as per provision of GST Act and Rules.
- 22) The contractor/firm must obtain necessary prior permit from Pondicherry Ground Water Authority, for the water requirement of the of the proposed construction/road works which

will be meet out either from tube well or transportation through tanker lorries before commencement of the construction work.

- 23) As per the **Central Vigilance Commission guidelines** and GFR Rules, negotiations with the 'L1' tenderer may be conducted at the discretion of the Competent Authority as prescribed in the Rule 173 (xiv) of GFR 2017. However, the tenderers are expected to quote their rates within permissible limit of variation.
- 24) The intending bidders are required to upload their profile in e-tender portal and upload their bids well in advance of last date of submission of tender. Any issue related to updating profile/ uploading tender can be resolved through the *Managing Director, Puducherry Distilleries Ltd., Puducherry*.(email) ID: <https://pdllindia.in> OR e-procurement cell 3rdfloor, Chief Secretariat, e-tender help desk for guidance in phone No.0413- 2220225 & 180030702232 (Toll Free) mail ID: Support-eproc.pon@nic.in. The e- tendering bidders are also advised not to wait to raise any issue till the last date of submission of bid in their own interest.

For any clarification the contractors are free to contact the Managing Director, Puducherry Distilleries Ltd., *Puducherry*.(0413 -2667578 & 2666844)

PUDUCHERRY DISTILLERIES LTD.,
PUDUCHERRY

Percentage Rate Tender & Contract for Works

Tender for the work of: **Repair and Restoration Works in Toilet Blocks for Gents and Ladies (Blending and Bottling Staff) and R.O Water Treatment Plant including Providing Foot Path to Toilet Blocks in Puducherry Distilleries Ltd., Puducherry.**

Bid Submission Start Date: **04.12.2024 at 3.00 P.M**

Last date and time of submission of e-tenders shall be up to **4.30 P.M on 11.12.2024**

To be opened in presence of bidders who may be present **at 10.30 A.M on 12.12.2024** in the office of Managing Director, Puducherry Distilleries Ltd., Ariyalayam, Puducherry

TENDER

I/We have read and examined the notice inviting tender, schedule, A,B,C,D,E & F, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & 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 Managing Director, Puducherry Distilleries Ltd., within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **60(Sixty) days** from the due date of its opening in case of single bid system.

I/We have deposited EMD for the prescribed amount on behalf of the Managing Director, Puducherry Distilleries Ltd., as per the bid document.

A copy of earnest money deposit receipt of prescribed amount deposited in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (as prescribed) issued by a Scheduled Bank is scanned and uploaded (strike out as the case may be).

If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/we

agree that the Managing Director, Puducherry Distilleries Ltd., 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 work as specified, I/we agree that Managing Director, Puducherry Distilleries Ltd., or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said the performance guarantee absolutely. The said performance guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(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 tendering in Puducherry Distilleries Ltd., in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Managing Director, Puducherry Distilleries Ltd., shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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.....

Witness:

**Signature of Bidder(s) or
An Authorized Officer of the firm
(with Name & Seal)**

Address:

Occupation:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Puducherry Distilleries Ltd., for a sum of Rs. (Rupees _____)

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

(a)

(b)

For & on behalf of Puducherry Distilleries Ltd., Puducherry

Signatures.....

Dated:

Managing Director

On non- judicial stamp paper of minimum Rs.100
(Guarantee offered by Bank to Puducherry Distilleries Ltd., in connection with
the execution of contracts) FORM OF BANK GUARANTEE FOR EMD/
PERFORMANCE GUARANTEE/ SECURITY DEPOSIT/ MOBILIZATION ADVANCE

1. Whereas the Managing Director, Puducherry Distilleries Ltd., Puducherry on behalf of the Puducherry Distilleries Ltd., (hereinafter called "The Puducherry Distilleries Ltd.,") has invited bids under ----- (NIT Number) dated for (Name of work) The Puducherry Distilleries Ltd., has further agreed to accept irrevocable Bank Guarantee for Rs..... (Rupees.....only) valid upto (date*) as **Earnest Money Deposit** from (Name and address of contractor) (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

Whereas the Managing Director, Puducherry Distilleries Ltd (hereinafter called "The Puducherry Distilleries Ltd.,") has entered into an agreement bearing number with (Name and address of the contractor) hereinafter called "The contractor") for execution of work (Name of work) The Puducherry Distilleries Ltd., has further agreed to accept irrevocable Bank Guarantee for Rs..... (Rupeesonly) valid upto (date) as **Performance Guarantee / Security Deposit / Mobilization Advance** from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the Agreement.

3. We, (indicate the name of the bank) herein after referred to as "the Bank"), hereby undertake to pay to the Puducherry Distilleries Ltd., an amount not exceeding Rs. /- (Rupees..... Only) on demand by the Puducherry Distilleries Ltd., within 10 days of the demand.

4. We, (indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Puducherry Distilleries Ltd., stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs...../- (Rupees only)

5. We, (indicate the name of the Bank) further undertake to pay the Puducherry Distilleries Ltd., any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

6. We,(indicate the name of the Bank)further agree that the Puducherry Distilleries Ltd., shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Puducherry Distilleries Ltd., against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act of omission on the part of the Puducherry Distilleries Ltd., or any indulgence by the Puducherry Distilleries Ltd., to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. We,..... (indicate the name of the Bank) further agree that the Puducherry Distilleries Ltd., at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee, the Puducherry Distilleries Ltd., may have in relation to the Contractor's liabilities.

8. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

9. We, (indicate the name of the Bank) undertake not to revoke this guarantee except with the consent of the Puducherry Distilleries Ltd., in writing.

10. This Bank Guarantee shall be valid up to unless extended on demand by the Puducherry Distilleries Ltd., Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees..... only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date:

Witnesses:

1. Signature

Authorized signatory

Name and address

Name & Designation

Staff Code no. & Bank seal

2. Signature

Name and address

** In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for Earnest money or for Performance Guarantee / Security deposit/ Mobilization advance, as the case may be.

PROFORMA SCHEDULE (Civil & Electrical)**SCHEDULE 'A'**Schedule of quantities: **Enclosed****Note:**

- 1) Schedule of materials to be issued to the contractor: **Nil**
- 2) Tools and plants to be hired to the contractor: **Contractor's own arrangements**

SCHEDULE 'D'Extra schedule for specific requirements /documents for the work, if any: **Nil****SCHEDULE 'E'**

Reference to General Conditions of contract: **GCC 2023 for Construction works incorporating Amendments upto Circular bearing No. DG/CON/Construction 2023/05 Dated:08.02.2024.**

Name of work:		Repair and Restoration Works in Toilet Blocks for Gents and Ladies (Blending and Bottling Staff) and R.O Water Treatment Plant including Providing Foot Path to Toilet Blocks in Puducherry Distilleries Ltd., Puducherry.
Estimate cost of work		₹ 14,18,458/- (inclusive of GST @ 18%)
(i)	Earnest money (to be refunded after receiving PG)	₹ 28,370/-
(ii)	Performance Guarantee	5% of tendered value
(iii)	Security Deposit	2.5 % of tendered value

SCHEDULE 'F'

1.General Rules & Directions:	
Officer inviting tender	Managing Director, Puducherry Distilleries Ltd., Puducherry.
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

2.Definitions:	
2(vi) Engineer- in- Charge for Civil& Electrical	Managing Director, Puducherry Distilleries Ltd., Puducherry
2(viii) Accepting Authority	MANAGING DIRECTOR PUDUCHERRY DISTILLIERIES LTD., PUDUCHERRY
2(x) Percentage on cost of materials and labour to cover all overhead and profits.	15% (including all risk insurance policy for Labour)
2(x)(a) Standard Schedule of Rates	As per PSR 2024-25 (inclusive of GST @18%) (Applicable to Puducherry Region) & Local Market Rates on Non-Scheduled Items.
2(xi) Department	Puducherry Distilleries Ltd., (PDL)
9 (ii) Standard PWD Contract Form	GCC 2023 (Puducherry PWD Form 7) as modified and corrected upto date as available on PWD Website

Clause 1	
i) Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicablelabourlicenses, registration with EPFO, all risk insurance policy for labours, ESIC and BOCW Welfare Board or proof of applying thereof, from the date of issue of letter of acceptance	14days (The Performance Guarantee shall be submitted by the Contractor on format as per GCC 2023 and shall be initially valid up to the stipulated date of completion plus minimum 06 Months)
ii) Maximum allowable extension with late fee @ 0.1% per day of performance Guarantee amount beyond the period provided in (i)above	7 days
Clause 2	
Authority for fixing compensation under clause 2	Managing Director Puducherry Distilleries Ltd., Puducherry
Clause 2A	
Incentive for early completion of work	Not Applicable

Clause 5		
Number of days from the date of issue of letter of acceptance for reckoning date of start	:	Ten (10) Days (or) Date of handing over of site whichever is later

Mile stone(s) as per table given below: -

(To be filled by Managing Director, Puducherry Distilleries Ltd.,

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

Time allowed for execution of work: **3 (Three) Months**(Including monsoon period)

Sl. No.	Financial Progress	Time allowed in days (from date of start)	Amount to be withheld in case of non-achievement of Mile(s) Stone
1.	1/8 th of the whole work	1/8 th of the whole work	In the event of not achieving necessary progress as assessed from running payments, 1% of the tendered value of work will automatically be withheld for failure of each milestone without any notice to the contractor.
2.	3/8 th of the whole work	3/8 th of the whole work	
3.	3/4 th of the whole work	3/4 th of the whole work	
4.	Full	Full	

Authority to decide:

i)	Extension of time	Managing Director Puducherry Distilleries Ltd., Puducherry
ii)	Rescheduling of mile stone	
iii)	Shifting of date of start in case of delay in handing over of site	

Clause-6	Computerized Measurement Book (CMB)	Applicable
Clause-7	Gross work to be done together with net payment/ adjustment of advances for material collected, if any since the last such payment for being eligible to interim payment	Rs: 4.75 Lakhs
Clause 7A	Whether Clause 7A shall be applicable	Applicable
Clause 8A	Authority to decide compensation on account if contractor fails to submit completion plans	Managing Director, Puducherry Distilleries Ltd., Puducherry.
Clause 10A	List of testing equipment to be provided by the Contractor at site lab.	As per SI.No.8 of particular Specifications and special conditions of this NIT
Clause 10B (ii)	Mobilisation Advance	Applicable/ Not Applicable
Clause 10C	Component of labour expressed as percent of Value of work	25% Applicable/ Not Applicable
Clause 10CC	Component for Materials, Labour etc. for price adjustment for works	Applicable/Not Applicable
Clause 11 Specifications to be followed for execution of work for Civil Work	For Civil -CPWD specification 2019 Vol. I to II with correction upto date of receipt of tender, "MORTH specification 5 th revision, CPHEEO specification, and relevant IRC and BIS codes"	
Specifications to be followed for execution of work for Electrical Work	For Electrical works - CPWD specification 2023 Vol. I to II with correction upto date of receipt of tender,	
Clause 12- Deviation / Variation extent and pricing		
Clause 12.2 & 12.3 -Deviation Limit beyond which clauses 12.2 && 12.3 shall apply for building work.		100%
Clause 12.4 (i) Deviation Limit beyond which clauses 12.2 &12.3 shall apply for foundation work.(except items mentioned in earthwork subhead in PSR & related items)		100%
(ii) Deviation Limit for items in earthwork Sub head of PSR & related items.		100%

Clause 16 Competent Authority for deciding reduced rates in case work not done as per Specifications.	Managing Director, Puducherry Distilleries Ltd., Puducherry.
Clause 17 Contractor liable for damages, defects during defect liability period	Enhancement of Maintenance Period:12 Months
Clause 18 List of mandatory machinery, tools & plants to be deployed by the contractor at site	Not Applicable
Clause 19 Labour Laws to be complied by the Contractor	Applicable
Authority to decide penalty (including amount) for each default under Clause-19	Managing Director, Puducherry Distilleries Ltd., Puducherry
Clause 19C- Contractor should provide Safety Equipments for the Labourers working in the Site.	
Clause 19D- Contractor should submit the statement /details of Labourers employed in the site along with Working Hours, wages paid, no. of female works allowed for maternity benefit & amount Paid, accidents if any occurred.	
Clause 19G- Contractor should provide approved standard Huts & Sanitary arrangements.	
Clause-19K- Contractor should deploy qualified Skilled/ semi-Skilled trades man arrangements.	
Clause 25- Arbitration Clause	Deleted. As per G.O.Ms. No.30 dt. 05-09-2024 issued by Under Secretary (Works), Puducherry.

Clause 32 Requirement of Technical Representative(s) and recovery Rate

S. No.	Minimum qualification of Technical Representative	Discipline	Number	Minimum Experience	Designation (Principal Technical)	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i)	
						Figures	Words
1	Graduate Engineer or Diploma Engineer	Civil	1	Nil	Principal Technical Representative	₹ 10,000/- per month	Rupees Ten Thousand per month
				5 Yrs			

Assistant Engineers retired from PWD, Puducherry; services that are holding Diploma will be treated at par with Graduate Engineers.

Diploma holder with minimum 10-year relevant experience with a reputed construction co. can be treated at par with Graduate Managing Directors for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

Clause-33**Levy/Taxes payable by the Contractor**

During the course of execution, the contractor is liable to pay all taxes (GST, Income Tax, CESS, Service Tax or other tax) as per Statutory orders issued by the concerned Departments.

CESS

(i) During the course of contract period, deduction of 'CESS' to provide social security and various welfare benefits through the Puducherry Buildings and Other Construction Workers Welfare Board under Section - 18 of Buildings and Other Construction Workers (RECS) Act, 1996 and as per Section-3 of the Buildings and Other Construction Workers Cess Act, 1996 shall be made at the rate of 1% (One Percent) of the gross amount of each bill or as per the advice of the Government of Puducherry.

(ii) Contractors are liable to register themselves and submit returns to the Registering Officer viz. Labour Office (Enforcement), Puducherry for Puducherry, Mahe & Yanam Regions and Labour Office (Karaikal) in respect of Karaikal Region in compliance to the provisions of Buildings and Other Construction Workers,(RECS) and Buildings and Other Construction Workers Cess Act, 1996 and Rules issued by Government of Puducherry from time to time.

GST

As per Circular No.673/FD/F.3/2022-23 dt.24.08.2022 insertion of Clause in the Tender/Bid/RFP Document towards mandatory furnishing of GST Particulars by Contractors/Service Providers.

“The Contractor/Service Provider shall mandatorily furnish the following documents to the Commissioner, Commercial Tax:

- i) Copy of the Work Order
- ii) HSN¹ Code of Goods and Service Accounts Code of Services which shall be supplied during the execution of the Contract.
- iii) GST Rate at which the GST would be paid to the Commercial Tax Department against each of the items in (ii) above.

The information shall be submitted to the Commissioner, Commercial Tax, with a copy to the Procuring/Puducherry Distilleries Ltd., Entity, within 15 calendar days of receipt of the Work Order”.

Clause 38

(a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Puducherry Schedule of Rates 2024-25 applicable for Puducherry region.

Variations permissible on theoretical quantities:

(a)	Cement	
	For works with estimated cost put to tender not more than Rs.25 lakh.	3% plus/minus.
	For works with estimated cost put to tender more than Rs.25 lakh.	2% plus/minus.
(b)	Bitumen All Works.	2.5% plus & only & Nil on minus side
(c)	Steel Reinforcement and structural steel sections for each diameter, section and category	2% plus/minus
(d)	All other materials.	Nil

1.**PARTICULAR SPECIFICATIONS & SPECIAL CONDITIONS****1. GENERAL**

- 1.1 Wherever any reference to any Indian Standard Specifications of BIS or other international standards of ASTM / BS/EN occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders.
- 1.2 Detail Architectural drawings and structural drawing will be issued during execution of work. if any additional features in the crown road the Agency has to get the Structural Design as per Architectural Drawings and get it vetted from IIT Madras/ any other IIT. However, the agency is free to get the Structural design for additional features likes wild life crossing tunnel, birds' nest etc shall be paid for design cost and for vetting cost.
- 1.3 The contractor shall take instructions from the Managing Director for stacking of materials at site. No excavated earth or building materials shall be stacked on areas where the buildings, roads, services or compound walls are to be constructed.
- 1.4 If as per Municipal or prevailing rules of the secured campuses owned by paramilitary forces, Institutions etc, the huts for labour are not to be erected at the site of work by the contractors, the contractors shall provide such accommodation at such locations as are acceptable to local bodies with all provisions concerning labour safety & sanitation as contained in the relevant clause of the contract, for which nothing shall be payable.
- 1.5 Unless otherwise provided in the Schedule of quantities, the rates tendered by the Contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing shall be payable to him on this account.
- 1.6 The working drawings shall mean to include both architectural and structural drawings respectively. The structural and architectural drawings shall be properly correlated before executing the work. In case of any difference noticed between architectural and structural drawings, final decision, in writing of the Managing Director shall be obtained by the contractor before proceeding further.
- 1.7 Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restriction/ instructions including issue of identity cards to all persons authorized by him to do work / visit the work site and nothing shall be payable on this account.
- 1.8 The contractor shall make his own arrangements for obtaining electric connections, if required, and make necessary payments directly to the department concerned.

- 1.9** The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s) or by the Managing Director-in- Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed, so as not to interfere with the operations of other Contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Managing Director. The contractor shall be responsible for any damage due to hindrance caused by him.
- 1.10** Cast iron pipes and fittings without ear shall be used. However, pipes and with ears may be accepted without any extra payment. In such cases, clamps are not required and no extra payment shall be made for fixing the pipes in a different manner.
- 1.11** Any cement slurry added over base surface for bond or for continuation of concreting, for protecting reinforcement bars, its cost shall be deemed to have been included in the respective items, unless specified otherwise and nothing extra shall be payable nor extra cement shall be considered in the cement consumption on this account.
- 1.12** Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Managing Director. Double handling of materials or excavated earth if required at any stage shall have to be done by the contractor at his own cost.
- 1.13** **No claim for idle establishment & labour, machinery & equipments, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.**
- 1.14** Only Star headed Stainless Steel screws shall be used unless otherwise specified.
- 1.15** Work shall be carried out in professional manner with finished product serving the intended purpose with specified strength, durability and aesthetics.
- 1.16** Work activities shall be executed in well thought out sequences such that consequent activities not adversely affecting previously done work. Nothing extra shall be payable to protect the works already done.
- 1.17** The contractor shall prepare all the needed shop drawings well in advance and get them approved before placing the order and execution of the item.
- 1.18** The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Managing Director 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 Managing Director and bear all charges and cost of testing which shall not be reimbursed.
- 1.19** The contractor shall not store/dump construction material or debris on metaled road.

- 1.20** The contractor shall get prior approval from Managing Director for the area where the construction material or debris can be stored beyond the metaled road. This area shall not cause any obstruction to the free flow of traffic/ inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.
- 1.21** The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/ area using CGI sheets or plastic and/ or other similar material to ensure that no construction material dust fly outside the plot area.
- 1.22** The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/ or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precautions that the vehicles are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air/ contaminate air.
- 1.23** The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
- 1.24** The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
- 1.25** The contractor shall ensure that C&D waste is transported to the C & D waste site only and due record shall be maintained by the contractor.
- 1.26** The contractor shall compulsorily use of wet jet in grinding and stone cutting.
- 1.27** The contractor shall comply all the preventive and protective environmental steps asstated in the MoEF guidelines, 2010.
- 1.28** The contractor shall carry out on-Road-Inspection for black smoke generating machinery. The contractor shall use cleaner fuel.
- 1.29** The contractor shall ensure that all DG sets comply emission norms notified by MoEF.
- 1.30** The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20 kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.
- 1.31** The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
- 1.32** The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects.

- 1.33** Design of pavement will be carried out by the agency at free of cost and nothing extra shall be paid by Department.
- 1.34** The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the adjacent properties and to the public in general. The Contractor shall take all care, as not to damage any other adjacent property or other services running adjacent to the plot. If any damage is done, the same shall be made good by the Contractor at his own cost and to the entire satisfaction of the Managing Director. The Contractor shall use such methodology and equipments for execution of the work, so as to cause minimum environmental pollution of any kind during construction. Further, the Contractor shall take all precautions to abide by the environmental related restrictions imposed by Puducherry Pollution Control Committee, Govt.of Puducherry. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants/ users of adjoining buildings. No claim what so ever on account of site constraints mentioned above or any other site constraints, inadequate availability of skilled, semi-skilled or unskilled workers in the near vicinity, non- availability of construction machinery spare parts and any other constraints not specifically stated here, shall be entertained from the Contractor. Therefore, the Bidders are advised to visit site and get first-hand information of site constraints. Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.

2. CO-OPERATION WITH OTHER CONTRACTORS/SPECIALIZED AGENCIES/ SUB-CONTRACTORS

- 2.1** The Contractor shall cooperate with and provide the facilities to the sub-Contractors and other agencies working at site for smooth execution of the work.
- 2.2** The Contractor shall:
- 2.2.1** Allow use of scaffolding, toilets, sheds etc.
 - 2.2.2** Properly co-ordinate their work with the work of other Contractors.
 - 2.2.3** Provide control lines and benchmarks to his Sub-Contractors and the other Contractors.
 - 2.2.4** Provide electricity and water at mutually agreed rates.
 - 2.2.5** Provide hoist and crane facilities for lifting material at mutually agreed rates.
 - 2.2.6** Co-ordinate with other Contractors for leaving inserts, making chases, alignment of services etc. at site.
 - 2.2.7** Adjust work schedule and site activities in consultation with the Managing Director and other Contractors to suit the overall schedule completion.
 - 2.2.8** Resolve the disputes with other Contractors/ sub-contractors amicably and the Managing Director, Puducherry Distilleries Ltd., shall not be made intermediary or

arbitrator.

- 2.3** The work should be planned in a systematic manner so as to ensure proper co-ordination of various disciplines viz. sanitary & water supply, drainage, rain water harvesting, electrical, firefighting, information technology, communication & electronics and any other services.
- 2.4** Other agencies will also simultaneously execute and install the works of sub-station / generating sets, air-conditioning, lifts, etc. for the work and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes, openings trenches etc. as may be required for such related works (for which inserts, sleeves, brackets, conduits, base plates, clamps etc. shall be supplied free of cost by the department unless otherwise specifically mentioned) and the contractor shall fix the same at time of casting of concrete, stone work and brick work, if required, and nothing extra shall be payable on this account.
- 2.5** The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Managing Director and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and in a proper co-ordination manner and shall perform it in proper sequence to the complete satisfaction of others.
- 2.6** Concrete Pavers shall be carried out as per IS codes (IRC-SP-63: 2018 and IS 15658: 2006) with the satisfaction of approved make list. The agency shall get PCC pavers of grade M50 approved by the Managing Director before execution of work.
- 2.7** GSB & WMM Design mix for execution should be as per MoRTH & PWD Specification (IRC 109 –1997 & IRC 37 – 2018) to be submitted by agency before execution without any extra payment. The same will be approved by the Managing Director for execution within 3 days.
- 2.8** Cement Concrete Pavements shall be carried out as per section 302 of MORTH specification.
- 2.9** Sub bases and bases and shoulder shall be carried out the section 401,406, 408, 409,410 as per MORTH specification
- 2.10** Site clearance work carried out as per the section 200 of MORTH specification & PWD specifications
- 2.11** Excavation for road way and drains as per the section of MORTH specification –301 and Embankment construction for 305, 306, 308,311,312 of MORTH specification.
- 2.12** Traffic signs, marking and other road appurtenances provided at regular intervals as per the section 800 of MORTH specification
- 2.13** Dry lean cement concrete sub-base is considered as per the section of 601 MORTH specifications
- 2.14** Precast Design and Erection using mixed construction of IS 15917 (2020) & IS 11447 (1985) relevant IS Code, Technical Specifications shall be followed.

3. CONDITION FOR CEMENT: -

- 3.1** The Contractor shall procure 43 grade Ordinary Portland cement (conforming to IS 8112) or Portland slag cement (conforming to IS: 455) or Portland Pozzolana Cement (PPC) (Fly ash based) conforming to IS : (Part-I) as required in the work, from reputed manufactures of cement as mentioned in the list of approved materials provided in the NIT.

Supply of cement shall be taken in 50 Kg bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Managing Director and got issue in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the Contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the Contractor at his own cost within a week's time of written order from the Managing Director to do so.

If Portland Pozzolana cement or Portland slag cement is used, suitable modification in de-shuttering time etc. shall be done, if need be, as per specifications and standards and as directed by Managing Director and nothing extra shall be payable on this account.

No extra payment/ deduction shall be made from the payment to the contractor for using any of the above type of cement.

- 3.2** The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Managing Director.

- 3.3** For each grade/ type, cement bags shall be stored in two separate godowns, one for tested cement and the other for fresh cement (under testing) constructed by the contractor at site of work as per sketch shown in General conditions of contract for PWD works 2023 with weather proof roofs and walls, for which no extra payment shall be made. The size of the cement godown is indicated in the sketch for guidance only. The actual size of godown shall be as per site requirements and as per the direction of the Managing Director and nothing extra shall be paid for the same. The decision of the Managing Director regarding the capacity required/needed will be final. However, the capacity of each godown shall not be less than 100 tonnes. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with Managing Director or his authorized representative and that of other lock with the contractor at the site of work so that the cement is issued from godown according to the daily requirement with the knowledge of both the parties. The account of daily receipt and issue of cement shall be maintained in a register in the prescribed Proforma and signed daily by the contractor or his authorized agent in token of its correctness.

- 3.4** The cement shall be got tested by Managing Director and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge

the cement required for testing including its transportation cost to testing laboratories. All expenditure to be incurred for testing of samples e.g. packaging, sealing, transportation, loading, unloading etc. including testing charges shall be borne by the contractor.

3.5 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained separately for each type of cement, as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in Clause 38 of the contract and shall be governed by conditions laid therein. However, for consumption lesser beyond permissible theoretical variation recovery shall be made in accordance with conditions of contract at Schedule A to F (PWD-7), without prejudice to action for acceptance of work/item at reduced rate or rejection as the case may be. In case of excess consumption, no adjustment shall be made.

3.6 Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Managing Director.

4. CONDITIONS FOR REINFORCEMENT STEEL:

1) The PWD/contractor shall procure IS marked TMT bars of various grades from the steel manufacturers or their authorized dealers (as per following selection criteria) having valid BIS license for IS: 1786-2008 (Amendment-1 November 2012)

The procured steel should have following qualities: -

- i) Excellent ductility, bend ability and elongation of finished product due to possible refining technology.
- ii) Consumption of steel should be accurate as per design.
- iii) Steel should have no brittleness problem in finished product.
- iv) Steel should carry the quality of corrosion and earthquake resistance.
- v) Quality steel with achievement of proper level of Sulphur and phosphorus as per IS:1786-2008.

b) Selection Criteria of steel manufacturers

The supply of reinforcement steel for all PWD works should have following selection criteria of steel manufacturers: -

Steel producers of any capacity using iron ore/ processed iron ore as the basic raw materials adopting advanced refining technologies as given under

- i) **I-EAF=** Direct Reduced iron – Electric arc furnace **or**
- ii) **BF-BOF =** Blast furnace – Basic oxygen furnace **or**
- iii) **COREX-BOF = COREX-**Basic Oxygen Furnace

For production of liquid steel to finish product at single/multiple locations with NABL or any other similarly placed accrediting Government body which operates in accordance with ISO/IEC 17011 and accredits labs as per ISO/IES 17025 conforming to IS:1786-2008 (Amendment-1 November 2012).

The preferred make of steel are enclosed in approved list of materials in NIT Managing Director of Puducherry Distilleries Ltd., Puducherry shall approve the steel manufacturers.

- 2) The contractor shall have to obtain and furnish test certificates to the Managing Director in respect of all supplies of steel brought by him to the site of work.
- 3) Samples shall also be taken and got tested by the Managing Director as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to the specifications, the same shall stand rejected, and it shall be removed from the site of work by the contractor at his cost within a week's time of written orders from the Managing Director to do so.
- 4) The steel reinforcement bars shall be brought to the site in bulk supply of 10 tonnes or more or as decided by the Managing Director.
- 5) The steel reinforcement bars shall be stored by the contractor at site of work in such a way as to prevent their distortion and corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
- 6) For checking nominal mass, tensile strength, bend test, re-bend test, etc., specimen of sufficient length shall be cut from each size of the bar at random, and at frequency not less than that specified below: -

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

- 7) The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories. **The cost of tests shall be borne by the contractor.**
- 8) The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 38 of the contract and shall be governed by conditions laid therein. In case the consumption is less than theoretical consumption including permissible variations, recovery at the rate so prescribed shall be made. In case of excess consumption, no adjustment needs to be made.
- 9) The steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Managing Director.

For the purpose of payment, the actual weight of reinforcement steel shall be worked out as below:

To arrive at unit weight for the purpose of payment three random samples each of 1 meter

length shall be collected for each diameter of re-bar from every consignment received at site. Actual weight of three specimens for each diameter shall be taken and average weight calculated and recorded. The average weight so arrived at shall be compared with theoretical weight of that particular diameter of rebar. Actual or theoretical weight whichever is less shall be considered for making payment for that consignment. However final payment shall be made on the basis of weighted average of all the consignment. The decision of the Managing Director as regards the random samples and average weight shall be final and binding on the contractor and no claim of any kind shall be entertained in this regard.

REINFORCED CEMENT CONCRETE WORK

a. 5.1 DESIGN MIX CONCRETE

- 5.1.1 The RCC work shall be done with Design Mix Concrete unless otherwise specified. In the nomenclature of items wherever letter M has been indicated, the same shall imply for the Design Mix Concrete. For the nominal mix in RCC, CPWD Specifications shall be followed. The Design Mix Concrete will be designed based on the principles given in IS: 456-2000. The contractor shall design mixes for each grade of concrete indicating that the concrete ingredients and proportions will result in concrete mix meeting requirements specified. In case of use of admixture and or white cement, the mix shall be designed with these ingredients as well.
- 5.1.2 The concrete mix design will be carried out by the contractor through one of the following laboratories/ Test houses and ready-mix concrete shall conform to accepted design mix. a) IIT Chennai. b) Pondicherry Technical University, (PTU), Puducherry or any other Government institution as approved by the Managing Director.
- 5.1.3 In the event of all the above laboratories being unable to carry out the requisite design/ testing the contractor shall have to get the same done from any other laboratory with prior approval of the Managing Director.
- 5.1.4 The contractor shall submit the mix design report from any of above approved laboratories for approval of Managing Director within 45 days from the date of issue of letter of acceptance of the tender.
- 5.1.5 In case of white Portland cement and the likely use of admixtures where CC/RCC is done with concrete pumps in concrete with ordinary Portland/white Portland cement, the contractor shall design and test the concrete mix by using trial mixes with white cement and/or admixtures also, for which nothing extra shall be payable.
- 5.1.6 Each time when there is change of source or characteristic properties of the ingredients used in the concrete mix during the work, a revised mix design shall be done and approval obtained from the approved Laboratory or as per the direction of the Managing Director. Preferably only single source of cement shall be kept for the work. In case contractor decides to use more than one source of approved cement brand

then for each brand separate design mix shall be done and got approved by the Managing Director.

5.1.7 The Mix shall be designed to produce the grade of concrete having required workability and characteristic strength not less than as specified.

5.1.8 The mix design for a specified grade of concrete shall be done for a target mean compressive strength $T_{ck} = F_{ck} + 1.65 S$

Where, F_{ck} = Characteristic compressive strength at 28 days. S = Standard deviation The standard deviation for each grade of concrete shall be calculated separately. The degree of quality control for this work is "Good" for which the standard deviation (s) obtained for different grades of concrete shall be as follows for Building Works:

Grade of Concrete	For "Good" quality of control
M 20	4.0
M 25	4.0
M 30	5.0
M 35	5.0

5.1.9 Out of the six specimens of each set, three shall be tested at seven days and remaining three at 28 days. The preliminary tests at seven days are intended only to indicate the strength likely to be attained at 28 days. All cost of mix designing and testing connected therewith including charges payable to laboratory shall be borne by the Contractor.

5.1.10 The samples of cement, aggregate (fine & coarse) to be sent to the laboratories shall be sealed in the presence of the Managing Director or his authorized representative and shall have his signature and cost of packaging, sealing, transportation, loading, unloading, cost of samples and the testing charges for Mix design in all cases shall be borne by the contractor.

5.1.11 Notwithstanding the approval granted by the Managing Director in aforesaid manner, the contractor shall be fully responsible for quality of concrete including input control, transportation and placement etc.

5.1.12 The Managing Director reserves the right to exercise control over the ingredients, water and admixtures, purchased, stored and to be used in the concrete including conducting of tests for checking quality of materials fit or unfit for use in production of mix.

5.1.13 The Contractor shall submit the test data of the material used for concrete mix-design in the laboratories, so the material being used at site can be compared with those data/ size etc.

5.1.14 In case of change of parameters of ingredients (sand, cement, coarse aggregate) fresh concrete mix-design to be done as mentioned in paras 5.1.1, 5.1.2 & 5.1.6 to 5.1.10 above

and got approved from the Managing Director before execution.

- 5.1.15 The contractor shall make arrangement to install a mini laboratory at site for accelerated testing of design mix concrete as per IS: 9013. The department reserves right to take samples of design mix concrete from the mass production of the concrete for testing and compare with the laboratory's results.
- 5.1.16 Nothing shall be paid extra for installation and cost of batching plant and other arrangement for making necessary test of design mix concrete.
- 5.1.17 The item of design mix cement concrete shall be inclusive of all the ingredients including admixtures if required, labour, machinery T & P etc. (except shuttering which will be measured & paid for separately) required for a design mix concrete of required strength and workability. The rate quoted by the agency shall be net & nothing extra shall be payable on account of change in quantities of concrete ingredients like aggregates and admixtures as per the approved mix design.
- 5.1.18 Concrete shall be handled from the place of mixing to the place of final deposit/ placement by methods, which prevent segregation, or loss of any ingredients and contamination.
- 5.1.19 Where concrete is conveyed by chutes, the chute shall be made of metal or fitted with metal lining. The approval of the Managing Director shall be obtained for the use of chutes in excess of 3 metres length and in such cases the concrete shall be remixed if so, required by the Managing Director or closed bottom buckets shall be used. If concrete is placed by pumping, the conduit shall be primed properly. Once pumping is started, it shall not be interrupted as far as possible. Concrete shall not be dropped into place from a height more than 1.5m.
- 5.1.20 Concreting of any portion of the work shall be done in presence of the representative of the Managing Director and shall be done only after approval of the Managing Director.
- 5.1.21 Concreting shall be carried out continuously between constructions joints shown on the drawings or as agreed by the Managing Director. The contractor shall closely follow the sequence of concreting where it is specified in the drawings. If concreting is interrupted before reaching the predetermined joint an approved construction joint shall be provided. Construction joints shall be minimized as far as possible. These shall beset at right angles to the general direction of the member. The surface film of the first placed concrete should preferably be removed while the concrete is still green to expose the aggregate and leave a sound irregular surface. However, cares shall be taken not to disturb the concrete already laid.
- 5.1.22 Admixtures: Wherever required, admixtures of approved quality only shall be mixed with concrete as specified. The admixtures shall conform to IS: 9103. The chloride content in the admixture shall satisfy the requirements of BS: 5075. The total amount of chlorides in the admixture mixed concrete shall also satisfy the requirements of IS 456-2000.
- 5.1.23 Use of ready mixed concrete (RMC) may also be permitted, with prior approval of Managing

Director, without any extra payment. Separate account of design mix concrete and RMC shall however be kept. The ready mixed concrete shall conform to the requirement of durability, workability and strength as laid down for design mix concrete.

5.2 FORMWORK FOR EXPOSED CONCRETE SURFACES

- 5.2.1 Where it is specifically shown on the drawings to have original fair face finish of concrete surface without any rendering or plastering, formwork shall be carried Out by using plywood on steel plates of approved quality.
- 5.2.2 The forms shall be constructed so as to produce a uniform and consistent texture and pattern on the face of the concrete. The formwork shall be placed so that all horizontals are constructed of lumber and are not paneled and the formwork joints shall be staggered.
- 5.2.3 To achieve a finish which shall be free of board marks, the formwork shall be faced with plywood or equivalent material in large sheets. The sheets shall be arranged in an approved pattern. Whenever possible, joints between sheets shall be arranged to coincide with architectural feature, sills, window heads or change in direction of surface. All joints between panels shall be vertical or horizontal unless otherwise directed. Suitable joints shall be approved between sheets. The joints shall be arranged and fitted so that no blemish or mark is imparted to the finished surfaces.
- 5.2.4 Forms for exposed concrete surfaces shall be constructed with grade strips (the underside of which indicate top of pour) at horizontal constructions joints, unless the use of groove strips is specified on the drawings. The reset forms shall be tightened against the concrete so that the forms will not be spread and permit abrupt irregularities or loss of mortar. Supplementary form ties shall be used as necessary to hold the reset forms tight against the concrete.
- 5.2.5 For fair faced concrete, the position of through bolts will be restricted and generally indicated on the drawings.
- 5.2.6 Plywood and steel plates used in the formwork for obtaining exposed surfaces shall be got approved from the Managing Director on each use. However, no forms will be allowed for reuse if it is doubtful to produce desired texture of exposed concrete.
- 5.2.7 Cement of only approved shade shall be used preferably of single lot to achieve integrity of texture.

5.3 TOLERANCE IN FINISHED CONCRETE

The formwork shall be so made as to produce a finished concrete true to shape, lines, level, plumb and dimensions as shown in the drawings subject to the following tolerance unless otherwise specified in this specification or drawings.

5.3.1 Wall/Column/Fins:

i	Variation from the plumb	±6mm	Upto 3m height
ii	Variation from the plumb of conspicuous liner	±6mm	Upto 6m height
iii	Variation in the size of wall openings	(+)15mm (-)6mm	
iv	Variation in parapet wall thickness Upto 30cm thickness	±6mm	

Slab, Beam & Girder Forms:

Variation from the level or from the specified grid for beam soffit before removal of shores, In any 3m ± 6mm

In any 6m ± 10mm

All the tolerances mentioned above shall apply to concrete dimensions only, and not to positioning of vertical steel or dowels. The tolerances given above are specified for local aberration in the finished concrete surface and should not be taken as tolerance for the entire structure taken as whole for the setting and alignment of formwork. Any error, within the above tolerance limits, or any other if noticed in any of the structure after part or portion stripping of forms, shall be corrected in the subsequent work to bring back the structure to its true line, level and alignment.

Ultrasonic pulse velocity method test for RCC as per technical circular No. 18 issued vide CE(CSQ) letter No. G-2/SE(QA)/CSQ/69 dated 12.02.2013 shall be carried out as a routine test to assess the homogeneity and uniformity of concrete. The fulfilling criteria and other conditions shall be as detailed, as per the method stated in the aforesaid circular.

6. SAFETY MEASURES AT CONSTRUCTION SITE

In order to ensure safe construction, following shall be adhered for strict compliance at the site: -

6.1 The work site shall be properly barricaded.

6.2 Adequate signage's indicating 'Work in Progress – Inconvenience caused is Regretted' or Diversion Signs shall be put on the sites conspicuously visible to the public even during night hours. These are extremely essential where works are carried out at public places in use by the public.

- 6.3 The construction wastes at site shall be regularly removed on daily basis.
- 6.4 All field officials and the workers must be provided with safety helmets, safety shoes and safety belts.
- 6.5 Proper MS pipe scaffoldings with work – platforms and easy-access ladders shall be provided at site to avoid accidents.
- 6.6 Necessary First-Aid kit shall be available at the site.

The above provisions shall be followed in addition to the provisions of General Condition of Contract.

7. INSURANCE POLICIES:

Before commencing the execution of work, the contractor shall, without in any way limiting his obligations and liabilities, insure at his own cost and expense against any damage or loss or injury, which may be caused to any person or property, at site of work. The contractor shall obtain and submit to the Managing Director proper “**Contractor All Risk insurance Policy (CAR)**” for an amount equivalent to contract value for this work, with the Managing Director, Puducherry Distilleries, Ltd., as the first beneficiary. The insurance shall be obtained in joint names of Managing Director, Puducherry Distilleries, Ltd., and the contractor (who shall be second beneficiary). Also, he shall indemnify the Puducherry Distilleries, Ltd., from any liability during the execution of the work. Further, he shall obtain and submit to the Managing Director, a third-party insurance policy for maximum Rs.10 lakh for each accident, with the Managing Director as the first beneficiary.

The insurance shall be obtained in joint name of Managing Director and the Contractor (who shall be second beneficiary). The contractor shall, from time to time provide documentary evidence as regards payment of premium for all the insurance Policies for keeping them valid till the completion of the work. The contractor shall ensure that insurance Policies are also taken for the workers of his Sub- contractors/specialized agencies also. Without prejudice to any of its obligations and responsibilities specified above, the contractor shall within 10 days from the date of letter of acceptance of the bid and thereafter at the end of each quarter submit a report to the department giving details of the Insurance Policies along with certificate of these insurance policies being valid, along with documentary evidences as required by the Managing Director. No work shall be commenced by the contractor unless he obtains the Insurance Policies as mentioned above. Also, no payment shall be made to the contractor on expiry of insurance policies unless renewed by the contractor. Nothing extra shall be payable on this account. No claim of hindrance (or any other claim) shall be entertained from the contractor on these accounts.

8. LIST OF EQUIPMENT FOR SITE LABORATORY TO BE MADE AVAILABLE BY

THE CONTRACTOR AT HIS OWN COST (Refer Clause 10 A of Schedule 'F')**FIELD TESTING INSTRUMENTS**

Following instruments in sufficient quantity as directed by the Managing Director shall be made available by the contractor. It shall be ensured that the instruments always remain in serviceable condition else the same will be replaced.

- 8.1 Steel tapes – 3 m.
- 8.2 Vernier Calipers.
- 8.3 Micrometer screw 25 mm gauge.
- 8.4 A good quality plumb bob.
- 8.5 Spirit level, minimum 30 cm long with 3 bubbles for horizontal vertical.
- 8.6 Wire gauge (circular type) disc.
- 8.7 Foot rule.
- 8.8 Long nylon thread.
- 8.9 Rebound hammer for testing concrete
- 8.10 Dynamic penetrometer.
- 8.11 Magnifying glass
- 8.12 Screwdriver 30 cm long
- 8.13 Ball pin hammer, 100 gm.
- 8.14 Plastic bags for taking samples
- 8.15 Moisture meter for timber
- 8.16 Earth resistance tests (for Electrical Divisions)
- 8.17 Meggar (for Electrical Divisions)

9. CONDITIONS OF CONTRACT SPECIFIC TO GREEN BUILDING PRACTICES

The contractor shall strictly adhere to the following conditions as part of his contractual obligation

- 9.1 The contractor shall ensure that adequate measures are taken for the prevention of erosion of the top soil during the construction. The contractor shall prepare and implement the Erosion and Sedimentation Control Plan (ESCP) provided to him after approval by the Managing Director as part of the larger Construction Management Plan (CMP). The contractor shall obtain the Erosion and Sedimentation Control Plan (ESCP) Guidelines if required from the Managing Director and then prepare "working plan" for the following month's activities as a CAD drawing showing the construction management, staging & ESCP. At no time soil should be allowed to erode away from the site and sediments should be trapped where necessary.
- 9.2 The contractor shall ensure that all the top soil excavated during construction work is neatly stacked and is not mixed with other excavated earth. The contractor shall take the clearance

of the Managing Director before any excavation. Top soil should be stripped to a depth of 20 cm (centimeters) from the areas to be disturbed, for example proposed area for buildings, roads, paved areas, external services and area required for construction activities etc. It shall be stockpiled to a maximum height of 40 cm in designated areas, covered or stabilized with temporary seeding for erosion prevention and shall be reapplied to site during plantation of the proposed vegetation or as directed by the Managing Director. Top soil shall be separated from subsoil, debris and stones larger than 50 mm (millimetre) diameter. The stored top soil may be used as finished grade for planting areas.

- 9.3 The Contractor should follow the construction plan as proposed by the Architect/ Managing Director to minimize the site disturbance such as soil pollution due to spilling. If required use of staging and spill prevention and control plan to restrict the Spilling of the contaminating material on site needs to be resorted. Protection of top soil from erosion by collection storage and reapplication of top soil, constructing sediment basin, contour trenching, mulching etc., may also be directed by the Managing Director.
- 9.4 No excavated earth shall be removed from the campus unless suggested otherwise by Managing Director. All subsoil shall be reused in backfilling/landscape, etc as per the instructions of the Managing Director. The surplus excavated earth shall be disposed of by the contractor as per the direction of the Managing Director at his own cost for reuse. A certificate of reuse as required by the Managing Director shall be submitted by the contractor.
- 9.5 The contractor shall not change the natural gradient of the ground unless specifically instructed by the Managing Director. This shall cover all natural features like water bodies, drainage gullies, slopes, mounds, depressions, etc. Existing drainage patterns through or into any preservation area shall not be modified unless specifically directed by the Managing Director.
- 9.6 The contractor shall not carry out any work which results in the blockage of natural drainage. The contractor shall ensure that existing grades of soil shall be maintained around existing vegetation and lowering or raising the levels around the vegetation is not allowed unless specifically directed by the Managing Director.
- 9.7 Contractor shall reduce pollution and land development impacts from automobiles use during construction.
- 9.8 Overloading of trucks is unlawful and creates the erosion and sedimentation problems, especially when loose materials like stone dust, excavated earth, sand etc. are moved. Proper covering shall be used by the contractor. Also, no overloading shall be permitted.

10. CONSTRUCTION PHASE AND WORKER FACILITIES

- 10.1. The contractor shall specify and limit construction activity in pre-planned/designated areas and shall start construction work after securing the approval for the same from the Managing Director. This shall include areas of construction, storage of materials, and material and personnel movement.
- 10.2 Preserve and Protect Landscape during Construction
- 10.3 The contractor shall ensure that no trees, existing or otherwise, shall be harmed and damage to roots. These shall be prevented during trenching, placing backfill, driving or parking heavy equipment, dumping of trash and protected from oil, paint and other materials detrimental to plant health. These activities shall be restricted to the areas outside of the canopy of the tree, or, from a safe distance from the tree/plant by means of barricading. Trees will not be used for support; their trunks shall not be damaged by cutting and carving or by nailing posters, advertisements or other material. Lighting of fires or carrying out heat or gas emitting construction activity within the ground, covered by canopy of the tree is not at all permitted.
- 10.4 The contractor shall take steps to protect trees or saplings if any identified for preservation within the construction site using tree guards of approved specification.
- 10.5 Contractor should limit all construction activity within the specified area as per the Construction Management Plan (CMP) approved by the Managing Director.
- 10.6 The contractor shall avoid cut and fill in the root zones, through delineating and fencing the drip line (the spread limit of a canopy projected on the ground) of all the trees or group of trees. The zones of movement of heavy equipment, parking, or excessive foot traffic shall be separated from the fenced plant protection zones.
- 10.7 The contractor shall ensure that maintenance activities during construction period shall be performed as needed to ensure that the vegetation remains healthy.
- 10.8 Contractor shall be required to develop and implement a waste management plan, quantifying material diversion goals. He shall establish goals for diversion from disposal in landfills and incinerators, if required, and adopt a construction waste management plan to achieve these goals. A project wide policy of "Nothing leaves the Site" shall be followed. The Contractor's ingenuity is especially called towards meeting this pre requisite/ credit (as per IGBC LEED India, New Construction v1.0 & GRIHA, MNRE) and many consider recycling cardboard, metal, brick, acoustical tile, concrete, plastic, clean wood, glass, gypsum wallboard, carpet and insulation, designating a specific area(s) on the construction site for segregated or commingled collection of recyclable material, and track recycling efforts throughout the construction process, identifying construction haulers and recyclers to handle the designed materials at his cost. The diversion may include donation of materials to charitable organizations and salvage of materials on site.
- 10.9 Contractor shall collect all construction waste generated on site. He may consider at segregating wastes based on their utility and examine means of sending such waste to

manufacturing units which use them as raw material or other site which require it for specific purpose. Typical construction debris could be broken bricks, steel bars, broken tiles, spilled concrete and mortar etc.

- 10.10 The contractor shall provide potable water and other amenities for all workers as per the contract.
- 10.11 The contractor shall provide the minimum level of sanitation and safety facilities for the workers at site as described in PWD General Conditions of contract. The contractor shall ensure cleanliness of workplace with regard to the disposal of waste and effluent; provide clean drinking water and latrines and urinals as per applicable provisions. Adequate toilet facilities shall be provided for the workmen within easy access of their place of work. The total no. to be provided shall not be less than 1 per 30 employees in any one shift. Toilet facilities shall be provided from the start of building operations, connection to a sewer shall be made as soon as practicable. Every toilet shall be so constructed that the occupant is sheltered from view and protected from the weather and falling objects. Toilet facilities shall be maintained in a sanitary condition. A sufficient quantity of disinfectant shall be provided and natural or artificial illumination shall also be provided.
- 10.12 The contractor shall ensure that air pollution due to dust/generators is kept to a minimum, preventing any adverse effects on the workers and other people in and around the site. The contractor shall ensure proper screening, covering stockpiles, covering brick and loads of dusty materials, wheel-washing facility, gravel pit, and water spraying. Contractor shall also ensure the following activities to prevent air pollution during construction:
 - 10.13 Clear vegetation only from areas where work will start right away
 - 10.14 Vegetate/ mulch areas where vehicles do not ply.
 - 10.15 Apply gravel/ landscaping rock to the areas where mulching/ paving is impractical
 - 10.16 Identify roads on-site if applicable that would be used for vehicular traffic. Upgrade vehicular roads (if these are unpaved) by increasing the surface strength by improving particle size, shape and mineral types that make up the surface & base and add surface gravel to reduce source of dust emission to limit amount of fine particles (smaller than 0.075mm) to 10 – 20%
 - 10.17 Water spray, through a simple hose for small projects, to keep dust under control. Fine mists should be used to control fine particulate. However, this should be done with care so as not to waste water. Heavy watering can also create mud, which when tracked onto paved public roadways, must be promptly removed. Also, there must be an adequate supply of clean water nearby to ensure that spray nozzles don't get plugged.
 - 10.18 Water spraying shall be done on:
 - Any dusty materials before transferring, loading and unloading
 - Area where demolition work is being carried out
 - Any un-paved main haul road
 - Areas where excavation or earth moving activities are to be carried out
 - 10.19 The contractor shall ensure that the speed of vehicles within the site is limited to 10 km/hr.

- 10.20 All material storages should be adequately covered and contained so that they are not exposed to situations where winds on site could lead to dust/ particulate emissions.
- 10.21 Spills of dirt or dusty materials will be cleaned up promptly so the spilled material does not become a source of fugitive dust and also to prevent of seepage of pollutant laden water into the ground aquifers. When cleaning up the spill, ensure that the clean-up process does not generate additional dust. Similarly, spilled concrete slurries or liquid wastes should be contained/ cleaned up immediately before they can infiltrate into the soil/ ground or runoff in nearby areas.
- 10.22 Provide hoardings of not less than 3m high along the site boundary, next to a road or other public area at his cost.
- 10.23 Provide dust screens, sheeting or netting to scaffold along the perimeter of the building at his cost.
- 10.24 Cover stockpiles of dusty material with impervious sheeting at his cost.
- 10.25 Cover dusty load on vehicles by impervious sheeting before they leave the site at his cost.
- 10.26 Contractor shall be required to provide an easily accessible area that serves the entire building and is dedicated to the separation, collection and storage of materials for recycling including (at a minimum) paper, corrugated cardboard, glass, plastics, and metals. He shall coordinate the size and functionality of the recycling areas with the anticipated collections services for glass, plastic, office paper, newspaper, cardboard, and organic wastes to maximize the effectiveness of the dedicated areas. Consider employing cardboard balers, aluminum can crushers, recycling chutes, and collection bins at individual workstations to further enhance the recycling program.
- 10.27 The contractor shall ensure that no construction leachate (e.g. cement slurry etc.), is allowed to percolate into the ground. Adequate precautions will be taken to safeguard against this including reduction of wasteful curing processes, collection, basic filtering and reuse. The contractor shall follow requisite measures for collecting drainage water run-off from construction areas and material storage sites and diverting water flow away from such polluted areas. Temporary drainage channels, perimeter dike/swale, etc. shall be constructed to carry the pollutant-laden water directly to the treatment device or facility (municipal sewer line).
- 10.28 Staging (dividing a construction area into two or more areas to minimize the area of soil that will be exposed at any given time) should be done to separate undisturbed land from land disturbed by construction activity and material storage.
- 10.29 The contractor shall comply with the safety procedures, norms and guidelines (as applicable) as outlined in the document Part 7 Constructional practices and safety, 2005, National Building code of India, Bureau of Indian Standards. A copy of all pertinent regulations and notices concerning accidents, injury and first- aid shall be prominently exhibited at the work site. Depending upon the scope & nature of work, a person qualified in

first-aid shall be available at work site to render and direct first-aid to casualties. A telephone may be provided to first-aid assistant with telephone numbers of the hospitals displayed. Complete reports of all accidents and action taken thereon shall be forwarded to the competent authorities.

- 10.30 The contractor shall ensure the following activities for construction workers safety, among other measures at his cost.
- 10.31 Guarding all parts of dangerous machinery.
- 10.32 Precautionary signs for working on machinery.
- 10.33 Maintaining hoists and lifts, lifting machines, chains, ropes, and other lifting tackles in good condition.
- 10.34 Durable and reusable formwork systems to replace timber formwork and ensure that formwork where used is properly maintained.
- 10.35 Ensuring that walking surfaces or boards at height are of sound construction and are provided with safety rails or belts.
- 10.36 Provide protective equipment; helmets etc.
- 10.37 Provide measures to prevent fires. Fire extinguishers and buckets of and to be provided in the fire-prone area and elsewhere.
- 10.38 Provide sufficient and suitable light for working during night time.
- 10.39 The storage of material shall be as per standard good practices as specified in Part 7, Section 2 - Storage, Stacking and Handling practices, NBC 2005 and shall be to the satisfaction of the Managing Director to ensure minimum wastage and to prevent any misuse, damage, inconvenience or accident. Watch and ward of the Contractor's materials shall be his own responsibility. There should be a proper planning of the layout for stacking and storage of different materials, components and equipments with proper access and proper maneuverability of the vehicles carrying the materials. While planning the layout, the requirements of various materials, components and equipments at different stages of construction shall be considered.
- 10.40 The contractor shall provide for adequate number of garbage bins around the construction site and the workers facilities and will be responsible for the proper utilization of these bins for any solid waste generated during the construction. The contractor shall ensure that the site and the workers facilities are kept litter free. Separate bins should be provided for plastic, glass, metal, biological and paper waste and labeled in both Hindi and English with suitable symbols.
- 10.41 The contractor shall prepare and submit 'Spill prevention and control plans' before the start of construction, clearly stating measures to stop the source of the spill, to contain the spill, to dispose the contaminated material and hazardous wastes, and stating designation of personnel trained to prevent and control spills. Hazardous wastes include pesticides, paints, cleaners, and petroleum products.

- 10.42 Contractor shall collect & submit the relevant material certificates for materials if directed by the Managing Director with high recycled (both post- industrial and post-consumer) content, including materials like RMC mix with fly- ash, glass with recycled content, calcium silicate boards etc.
- 10.43 Contractor shall collect the relevant material certificates for rapidly renewable materials such as bamboo, wool, cotton insulation, fiber, linoleum, wheat board, strawboard and cork etc.
- 10.44 Where possible, the contractor shall select materials/ vendors, harvested and manufactured regionally, within 800-km radius of the project site.
- 10.45 Contractor shall adopt an IAQ (Indoor Air Quality) management plan to protect the HVAC system during construction, control pollutant sources, and interrupt pathways for contamination. He shall sequence installation of materials to avoid contamination of absorptive materials such as insulation, carpeting, ceiling tile, and gypsum wallboard. He shall also protect stored on- site or installed absorptive materials from moisture damage.
- 10.46 The contractor shall ensure that a flush out of all internal spaces is conducted prior to handover. This shall comprise an opening of all doors and windows for 14 days to vent out any toxic fumes due to paints, varnishes, polishes, etc.
- 10.47 Contractor shall make efforts to reduce the quantity of indoor air contaminants that are odorous or potentially irritating harmful to the comfort and well- being of installer and building occupants. Contractor shall ensure that the VOC (Volatile Organic Compounds) content of paints, coatings and primers used must not exceed the VOC content limits mentioned below in case items of such paints are/is available in schedule of quantities.
- 10.48 Paints Non-flat - 150 g/L, Flat (Mat) - 50, g/L, Anti corrosive/ anti rust - 250 g/L
- 10.49.Coatings/ Clear wood finishes Varnish - 350 g/L, Lacquer - 550 g/L, Floor coatings - 100g/Listens - 250 g/L
- 10.50 Sealers Waterproofing sealer - 250 g/L, Sanding sealer - 275 g/L, Other sealers - 200 g/L
- 10.51 The VOC (Volatile Organic Compounds) content of adhesives and sealants used if prescribed in the schedule of quantities must be less than VOC content limits mentioned: Architectural Applications VOC Limit (g/l less water)Indoor Carpet adhesives - 50 g/L, Carpet Pad Adhesives - 50 g/L, Wood Flooring Adhesive - 100 g/L, Rubber Floor Adhesives - 60 g/L, Sub Floor Adhesives – 50 g/L, Ceramic Tile Adhesives - 65 g/L, VCT and Asphalt Tile adhesives - 50 g/L, Dry Wall and Panel Adhesives - 50 g/L, Structural Glazing Adhesives - 100 g/L, Multipurpose Construction Adhesives – 70 g/L, Substrate Specific Application VOC Limit (g/l less water), Metal to Metal - 30 g/L, Plastic Foams - 50 g/L, Porous material (except wood) - 50 g/L, Wood - 30 g/L, Fiber SS Glass – 80 g/L
- 10.52 Wherever required, Contractor shall meet and carry out documentation of all activities on site, supplementation of information, and submittals in accordance with IGBC LEED India New Construction v1.0 or GRIHA program standards and guidelines. Towards meeting the

- aforementioned building environmental rating Standard(s) expert assistance shall be provided to him up on request.
- 10.53 Water Use during Construction Contractor should spray curing water on concrete structure and shall not allow free flow of water. Concrete structures should be kept covered with thick cloth/ gunny bags and water should be sprayed on them. Contractor shall do water ponding on all sunken slabs using cement and sand mortar.
- 10.54 The Contractor shall remove from site all rubbish and debris generated by the Works and keep Works clean and tidy throughout the Contract Period. All the serviceable and non-serviceable (malba) material shall be segregated and stored separately. The malba obtained during construction shall be collected in well-formed heaps at properly selected places, keeping in a view safe condition for workmen in the area. Materials which are likely to cause dust nuisance or undue environmental pollution in any other way, shall be removed from the site at the earliest and till then they shall be suitable covered. Glass & steel should be dumped or buried separately to prevent injury. The work of removal of debris should be carried out during day. In case of poor visibility artificial light may be provided.
- 10.55 The contractor shall provide O & M Manuals wherever applicable.
- 10.56 The contractor shall make himself conversant with the Site Management Program Manual and actively contribute to its compilation by estimating the nature and volume of waste generated by the process/installation in question.
- 10.57 Materials & Fixtures for the project:
- 10.58 Contractor will produce wherever feasible certificate regarding distance of the source of the relevant material.
- 10.59 Unless otherwise stated cement used at site for reinforced concrete, precast members, mortar, plaster, building blocks, etc shall be PPC (Portland Pozzolana Cement). The PPC must meet the requirements of IS1489 (Part I) as regards to fly ash content in cement. The contractor shall obtain from the PPC manufacturer the certificate regarding fly ash content in the PPC in each batch of consignment.
- 10.60 The contractor has to comply as per MoEF issued notification 8.0.763(E) dated 14th Sept.1999 containing directive for greater fly ash utilization. Every construction agency engaged in the construction of buildings within a radius of 50 km radius of a Thermal Power Plant, have to use of 100% fly ash-based bricks/blocks in their construction.
- 10.61 The contractor shall ensure that all paints, polishes, adhesives and sealants used both internally and externally, on any surface, shall be Low VOC products. The contractor shall get prior approval from the Managing Director before the application of any such material.12.62 All plumbing and sanitary fixtures installed shall be as per the prescription of the Managing Director and shall adhere to the minimum LPM (litres per minute) and LPF (litres per flush) mentioned. The contractor shall employ 100% zero ODP (ozone depletion

potential) insulation; HCFC (hydro- chlorofluorocarbon)/and CFC (chlorofluorocarbon) free HVAC and refrigeration equipments and/ halon-free fire suppression and fire extinguishing systems.

10.62The contractor shall ensure that all composite wood products/agro- fibre products used for cabinet work, etc do not contain any added urea formaldehyde resin.

1. Resources Consumed During Construction:
2. The contractor shall ensure that the water and electricity is not wasted during construction. The Managing Director can bring to the attention any such wastage and the contractor will have to ensure that such bad practices are corrected.
3. The contractor shall install necessary meters and measuring devices to record the consumption of water, electricity and diesel on a monthly basis for the entire tenure of the project.
4. The contractor shall ensure that all run-off water from the site, during construction is collected and reused to the maximum.
5. The contractor shall use treated recycled water of appropriate quality standards for construction, if available.
6. No lights shall be turned on during the period between 6:00 AM to 6:00 PM, without the permission of the Managing Director

10.63 Construction Waste:

1. Contractor shall ensure that wastage of construction material is within 3%.
2. All construction debris generated during construction shall be carefully segregated and stored in a demarcated waste yard. Clear, identifiable areas shall be provided for each waste type and measures employed to segregate the waste on site into inert, chemical, or hazardous wastes.
3. All construction debris shall be used for road preparation, back filling, etc, used if described in the schedule of quantities and as per the instructions of the Managing Director, with necessary activities of sorting, crushing, etc.
4. No construction debris shall be taken away from the site, without the prior approval of the Managing Director.
5. The contractor shall recycle the unused chemical/hazardous wastes such as oil, paint, batteries, and asbestos.
6. If and when construction debris is taken out of the site, after prior permissions from the Managing Director, then the contractor shall ensure the safe disposal of all wastes and will only dispose of any such construction waste in approved dumping sites.

10.64 Documentation

1. The contractor shall, during the entire tenure of the construction phase, submit the following records to the Managing Director on a monthly basis:
 - Water consumption in litres
 - Electricity consumption in 'kwh' units
 - Diesel consumption in litres
 - Quantum of waste (volumetric/weight basis) generated at site and the segregated waste types divided into inert, chemical and hazardous wastes.
 - Digital photo documentation to demonstrate compliance of safety guidelines as specified here and in the Appendix on Safety Conditions.
2. The contractor shall, during the entire tenure of the construction phase, submit the following records to the Managing Director on a fortnightly basis:
 - Quantities of material brought into the site, including the material issued to the contractor by the Managing Director.
 - Quantities of construction debris (if at all) taken out of the site Digital photographs of the works at site, the workers facilities, the waste and other material storage yards, pre-fabrication and block making works, etc. as guided by the Managing Director.
3. The contractor shall submit a document after construction of the buildings, a brief description along with photographic records to show that other areas have not been disturbed during construction. The document should also include brief explanation and photographic records to show erosion and sedimentation control measures adopted. (Document CAD drawing showing site plan details of existing vegetation, existing buildings, existing slopes and site drainage pattern, staging and spill prevention measures, erosion and sedimentation control measures and measures adopted for top soil preservation during construction)
4. The contractor shall submit to the Managing Director after construction of the buildings, a detailed as built quantification of the following:
 - a. Total materials used,
 - b. Total top soil stacked and total reused
 - c. Total earth excavated
 - d. Total waste generated,
 - e. Total waste reused,
 - f. Total water used,
 - g. Total electricity, and
 - h. Total diesel consumed.
5. The contractor shall submit to the Managing Director, before the start of construction, a site plan along with a narrative to demarcate areas on site from which top soil has to be

gathered, designate area where it will be stored, measures adopted for top soil preservation and indicate areas where it will be reapplied after construction is complete.

6. The contractor shall submit to the Managing Director, a detailed narrative (not more than 250 words) on provision for safe drinking water and sanitation facility for construction workers and site personnel.
7. Provide supporting document from the manufacturer of the cement specifying the fly-ash content in PPC used in reinforced concrete.
8. Provide supporting document from the manufacturer of the pre-cast building blocks specifying the fly ash content of the blocks used in an infill wall system.
9. The contractor shall, at the end of construction of the buildings, submit to the Managing Director, submit following information, for all material brought to site for construction purposes, including manufacturer's certifications, verifying information, and test data, where Specifications sections require data relating to environmental issues including but not limited to:
 - Source of products: Supplier details and location of the supplier.
 - Project Recyclability: Submit information to assist Owner and Contractor in recycling materials involved in shipping, handling, and delivery, and for temporary materials necessary for installation of products.
 - Recycled Content: Submit information regarding product postindustrial recycled and post-consumer recycled content. Use the "Recycled Content Certification Form", to be provided by the Commissioning Authority appointed for the Project.
 - Product Recyclability: Submit information regarding product and product's component's recyclability including potential sources accepting recyclable materials where ever applicable.
10. Provide final certification of well-managed forest of origin to provide final documentation of certified sustainably harvested status: Acceptable wood "certified sustainably harvested" certifications shall include:
 - Wood suppliers' certificate issued by one of the Forest Stewardship Council- accredited certifying agencies;
 - Suppliers' invoice detailing the quantities of certified wood products for project;
 - Letter from one of a certifying agency corroborating that the products on the wood supplier's invoice originate from certified well-managed forests.
11. Clean tech: Provide pollution clearance certificates from all manufacturers of materials
12. Indoor Air quality and Environmental Issues: Submit emission test data, sourced from the manufacturers, produced by acceptable testing laboratory listed in Quality

Assurance Article for materials as required in each specific Specification section.

- Certifications from manufacturers of Low VOC paints, adhesives, sealant and polishes used at this particular project site.
- Certification from manufacturers of composite wood products/agrofibre products on the absence of added urea formaldehyde resin in the products supplied to them to this particular site.
- Submit environmental and pollution clearance certificates for all diesel generators installed as part of this project.

Provide total support to Managing Director and Green Building Consultants appointed by the Managing Director in completing all Green Building Rating related formalities, including signing of forms, providing signed letters in the contractor's letterhead whenever required.

10.65 Equipment:

1. To ensure energy efficiency during and post construction all pumps, motors and engines used during construction or installed, shall be subject to approval and as per the specifications of the Managing Director.
2. All lighting installed by the contractor around the site and at the labour quarters during construction shall be CFL bulbs of the appropriate illumination levels. This condition is a must, unless specifically prescribed.
3. The contractor is expected to go through all other conditions of the LEED & GRIHA rating stipulation.
4. Failure to adhere to any of the above-mentioned items, without approval of the Managing Director, shall be deemed as a violation of contract and the contractor shall be held liable for penalty as per terms of the agreement.

10.66 CONDITIONS FOR READYMIX CONCRETE: -

1. The contractor can use concrete from RMC plants also with prior approval of the Managing Director, Puducherry Distilleries Ltd., instead of preparing the same in central batching plant at site within agreement item of Batch Mix Plant without any extra cost, looking to expedite the progress and need of work. However, for procuring RMC from approved plant the contractor shall follow the following conditions. Nothing extra shall be payable to the contractor for procuring RMC from the external plant.
2. For procurement of ready-mix concrete from approved RMC plants, the contractor shall, within 15 days of award of the work, submit list of at least three RMC plant companies of repute along with details of transit mixer and pumps etc. to be deployed indicating name of owner/ company, its location capacity, technical establishment, past experience and text of MOU proposed to be entered between purchaser (the contractor) and supplier (RMC Plant). The Managing Director shall give approval in writing(subject to draw of

MOU). The contractor shall draw the MOU with approved RMC plant owner/ company and submit to the Managing Director within a week of such approval. The contractor will not be allowed to purchase ready mixed – concrete without completion of above stated formalities for use in this project. Notwithstanding the approval granted by Managing Director in aforesaid manner, the contractor shall be fully responsible for quality of concrete including input control, transportation and placement etc.

3. The Managing Director will reserve right to inspect at any such stage and reject the concrete if he is not satisfied about quality of product. The contractor should therefore draw MOU/ agreement with RMC owner/ company very carefully, keeping alter msand conditions/ specifications forming a part of this tender document. Including the following controls.
4. The Managing Director reserves the right to exercise control over the ingredients, water and admixtures purchased, stored and to be used in the concrete including conducting of tests for checking quality of Materials, recordings of test results and declaring the Materials fit or unfit for use in production of mix.
5. Calibration checks of the RMC.
6. Weight and quantity check on the ingredients, water and admixtures added for batch mixing.
7. Time of mixing of concrete.
8. Testing of fresh concrete, recordings of results and declaring the mix fit or unfit for use. This will include continuous control on the workability during production and taking corrective action.
9. For exercising such control, the Managing Director (if required) shall periodically put his authorized representative at the RMC plant. It shall be responsibility of the contractor to ensure that all-necessary requirement manpower & facilities are made available to the Managing Director and/ or his authorized representative at RMC plant.
10. The ready-mix concrete should be produced in RMC plant using fully automatic batching plant having capacity to produce 30 cum/hr. The plant should have computerized control and shall give print out of all the ingredients.
11. All required relevant records of RMC shall be made available to the Managing Director or his authorized representative. Managing Director shall, as required specify guidelines & additional procedures for quality control & other parameters in respect of materials and production & transportation of concrete mix, which shall be binding on the contractor & the RMC plant
12. 43 grade OPC/ PPC as per schedule of the contract (conforming to relevant IS Codes) of brand/ make/ source as approved by Managing Director shall only be used for

production of concrete.

13. The RMC produced concrete be accepted by the Managing Director at site after receipt of the same after fulfilling all the requirements of mix mentioned in the tender documents.
14. The item of design mix cement concrete shall be inclusive of all the ingredients including admixtures if required, labour, machinery, T&P etc. required for a design mix concrete of required strength and workability. The rate quoted by the agency shall be net & nothing extra shall be payable on account of change in quantities of concrete ingredients like cement and aggregates and admixtures etc. as per the approved mix design.
15. Ready mix concrete shall be arranged in quality as required at site of work by transportation in a transit mixer. [The general conditions of transit mixer and other requirement shall conform to IS:5892.] Ready mix concrete shall be supplied as per the pre-agreed schedule approved by the Managing Director.
16. All other operations in concreting work like Mixing, Slump, transportation, laying/placing of concrete, compaction, curing etc. not mentioned in this particular specification for Design Mix Concrete shall be as per IS: 456-2000 or amended thereafter
17. For design mix concrete of RCC other than those specified above, the contractor shall use the Design mix concrete produced by a central batching and mixing plant at his own cost. The contractor, if he so desires, can arrange the design mix concrete also from Ready mix concrete producer after obtaining written approval of the Managing Director. Nothing extra whatsoever shall be payable on this account.
18. Ready mix concrete shall be arranged in quantity as required at site of work. The ready-mix concrete shall be supplied as per the pre-agreed schedule approved by Managing Director. Nothing extra shall be payable on this account. The item of design mix cement concrete (produced at site as well as arranged from RMC producer) shall be inclusive of all the ingredients including admixtures if required, labour, machinery, transportation etc. (except reinforcement and shuttering which will be measured & paid as per provision of contract) required for a design mix concrete of required strength and workability. The rate quoted by the agency shall be net & nothing extra shall be payable on account of changes in quantities of concrete ingredients like cement and aggregates and admixtures etc. as per approved mix design except for quantity of extra cement payable as per schedule of quantity. Other operations in concreting work like Mixing, Slump, transportation, laying / placing of concrete, compaction, curing etc. not mentioned in this particular specification for Design Mix of Concrete shall be as per IS: 456-2000.

10.67 Miscellaneous:

1. At curves & bends preparation of sub grade & laying of sub - base, base & wearing

course of WBM shall be done in such a manner that change of camber to the required super elevation & increase of road width at curve is gradual.

2. If in the opinion of the Managing Director, it becomes necessary to save the earthen embankment or any other component of this work or adjoining work from damage due to accumulation of water resulting for rain, floods, springs, etc. the contractor shall have to make suitable arrangement to drain off accumulated water & nothing extra whatsoever shall be paid on this account.
3. Log book for recording the hours of daily work for each road roller arranged by the contractor will be maintained by the contractor or his authorized representative and will be attested by the Managing Director or his authorized person of the work daily. The attestation of the Managing Director or his authorized person shall be final and binding on the contractor.
4. The issue rate of bitumen stipulated is inclusive of the cost of bitumen drums. Empty bitumen drums shall therefore be the property of contractor.
5. Road roller/Power Road roller wherever stated shall mean three-wheel power roller of 8 to 10 tonnes capacity.

10.68 PRE-CAST CONCRETE PAVEMENT AND DRAIN

1. The work shall be done in accordance with CPWD Specifications.
2. 15.2 Pre-cast reinforced concrete units shall be of grade or mix as specified. Provision shall be made in the mould to accommodate fixing devices such as hooks etc. and forming of notches and holes. Each unit shall be cast in one operation. A sample of the unit shall be got approved from the Managing Director before taking up the work.
3. Pre-cast units shall be clearly marked to indicate the top of member and its location.
4. Pre-cast units shall be stored, transported and placed in position in such a manner that these are not damaged.
5. The compaction of the concrete shall be done by vibrating, table or external vibrator, as approved by the Managing Director. The rate quoted for the item shall include the element for framework and mechanical vibration.
6. Rate for item includes cost of all materials. Labour and all operations involved. Cost of M.S. frames, lugs including their welding, lifting hooks are also included.
7. GSB & WMM Design mix for execution should be as per MoRTH & CPWD Specification (IRC 109 – 1997 & IRC 37 – 2018) to be submitted by agency before execution without any extra payment. The same will be approved by the Managing Director for execution within 3 days.
8. Cement Concrete Pavements shall be carried out as per section 302 of MORTH

specification.

9. Sub bases and bases shall be carried out as per the section 401, 406, 408, 409, 410 as per MORTH specification
10. Site clearance work carried out as per the section 200 of MORTH specification & CPWD specifications.
11. Excavation for road way and drains as per the section of MORTH specification – 301 and Embankment construction for 305, 306, 308, 311, 312 of MORTH specification.
12. Precast concrete pavements shall be executed as per CPWD specifications and relevant IS codes and work shall be carried out as per approved pattern and texture all as per the direction of Managing Director.
13. Joint filling with fast-setting grout of M60 grade of approved makes.
14. Provision of joint sealing as per relevant IS codes and CPWD specifications.
15. Traffic signs, marking and other road appurtenances provided at regular intervals as per the section 800 of MORTH specification.
16. Dry lean cement concrete sub-base is considered as per the section of 601 MORTH specifications.

11. DE-WATERING

(i) De-Watering required, if any shall be done conforming to BIS Code IS:9759 (guide lines for de-watering during construction) and/ or as per the specifications approved by the Managing Director. Design of an appropriate and suitable dewatering system shall be the contractor's responsibility. Such scheme shall be modified/ augmented as the work proceeds based on fresh information discovered during the progress of work, at no extra cost. At all times during the construction work, efficient drainage of the site shall be carried out by the contractor and especially during the laying of plain cement concrete, taking levels etc., The contractor shall also ensure that there is no danger to the nearby properties and installations on account of such lowering of water table. If needed, suitable precautionary measures shall be taken by the contractor. Also, the scheme of dewatering adopted shall have adequate built in arrangement to serve as stand-by to attend to repair of pumps etc., and disruption of power/ fuel supply. Nothing extra shall be payable on this account.

ii) In trenches where surface water is likely to get into cut/trench during monsoons, a ring bund of puddle clay or by any other means shall be formed outside, to the required height, and maintained by the contractor. Also, suitable steps shall be taken by the contractor to prevent back flow of pumped water into the trench. Nothing extra shall be payable on this account.

SPECIFIC SPECIAL CONDITIONS

Disclaimer

Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions, the provisions of the Special Conditions shall be deemed to over-ride the provisions of the General Conditions of Contract and shall be to the extent of such repugnancy of variations, prevail.

- 1) The Contractor/ firm shall make arrangements for site for labours/ materials at his own risk and cost.
- 2) Piling shall be carried out using pile boring machine (drilling type) without causing damage to adjacent structure.
- 3) Necessary traffic diversion arrangements shall be carried out by the Contractor/ firm at their cost.
- 4) The contractor should ensure uninterrupted flow in the channel during the entire work execution period.
- 5) **The Clause 25 of GCC (ARBITRATION CLAUSE) is not applicable.**

6) Insurance policy Clause:

“Before commencing the execution of work, the contractor shall, without in anyway limiting his obligations and liabilities, insure at his own cost and expense against any damage or loss or injury, which may be caused to any person or property, at site of work. The contractor shall obtain and submits to the Managing Director proper contractor All Risk Insurance Policy for an amount equivalent to contract value for this work, with Managing Director as the first beneficiary. The insurance shall be obtained in joint names of Managing Director and the Contractor (who shall be second beneficiary). Also, he shall indemnify the department from any liability during the execution of the work. Further, he shall obtain and submit to the Managing Director, a third-party insurance policy for maximum Rs.10 lakh for each accident, with the Managing Director as the first beneficiary.

The insurance shall be obtained in joint name of Managing Director and the Contractor (who shall be second beneficiary). The contractor shall, from time to time, provide documentary evidence as regards payment of premium for all the Insurance Policies for keeping them valid till the completion of the work. The contractor shall ensure that insurance Policies are also taken for the workers of his Sub- contractors/specialized agencies also. Without prejudice to any of its obligations and responsibilities specified above, the contractor shall within 10 days from the date of letter of acceptance of the bid and thereafter at the end of each quarter submit a report to the department giving details of the Insurance Policies along with certificate of these insurance policies being valid, along with documentary evidences as required by the Managing Director.

No work shall be commenced by the contractor unless he obtains the Insurance Policies as mentioned above. Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by the contractor. Nothing extra shall be payable on this account. No claim of hindrance (or any other claim) shall be entertained from the contractor on these accounts.”

7. EXISTING SERVICES

- 7.1 Drains, pipes, cables, overhead-wires and similar services encountered in the course of the work shall be guarded from injury by the contractor at his own cost so that may continue in full and uninterrupted use to the satisfaction of the owners thereof or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
- 7.2 Should any damage be done by the contractor to any mains pipes, cables or lines (whether above or below ground), whether or not & shown on the drawings, the contractor must make good or bear the cost of making good the same without delay to the satisfaction of the Managing Director.
8. **10C is applicable in contract when the stipulated period of completion is less than 12 months.**
9. **10CC is applicable in contract when the stipulated period of completion is more than 12 months (No increase in material upto 12 months is allowed)**
10. **10CA is deleted**
11. **No claim for idle establishment and labour, machinery and equipments, tools and plants and the like, for any reason whatsoever, shall be admissible during the execution of the work as well as after its completion.**
12. **A simple interest @ 5% per annum shall be paid as per Clause 7 of GCC to the contractor from the date of expiry of prescribed time limit for the delay in payment of part bills instead of 7.5% provided in the Clause 7 of the existing NIT.**
13. All basic items are covered in the NIT.

GENERAL CONDITIONS

- (1) The work should be carried out in accordance with CPWD Specification for Works 2019 with correction slips issued from time to time. If the said specifications differ from those given in the description of any particular item in the schedule of quantities and specifications stipulated herein, the latter shall prevail.
- (2) If the detailed description of any particular item in the schedule of quantities and specifications finally accepted by the department differs from the particular specifications given hereunder, the former shall prevail to the extent applicable.
- (3) If the particular specification given hereunder differs from I.S. code provisions, in any respect, the former shall prevail.
- (4) Wherever any reference to any Indian standard specification occurs in the documents relating to this contract the same should be inclusive of all amendments issued thereto or revision thereof if any, upto the date of receipt of tenders.
- (5) Conditions involving any financial implications other than those covered in the schedule of quantities will not be entertained and such tenders are also liable to be rejected.
- (6) When working near existing structures, care shall be taken to avoid any damage to such structures, any such damage caused intentionally or unintentionally shall be restored to original and or acceptable condition and to the satisfaction of the Managing Director.
- (7) The contractor shall give to the Municipality, Police and other authorities all notices etc., that may be required to be given as per law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges which may be leviable on account of the operations during the execution of the contract. No extra claim of the contractor will be entertained by the department on this account.
- (8) Other agencies doing works related to this project may also simultaneously execute the works and the contractor shall co-ordinate and co-operate with them as found to be necessary at no extra cost.
- (9) Any cement slurry or lime mortar or any combination thereof or water proofing material required for continuation from old work is demand to have been in built in the relevant items themselves and nothing extra shall be paid for the same.
- (10) **The rate for all items of the work shall be considered as inclusive of pumping out or bailing out water if required for which no extra payment will be made. This will include water encountered from any source as rains, flood, and subsoil water table being high due to any other cause whatsoever.**
11. **The contractor should register/enroll on 'Call Before U Dig'(CBuD) Mobile App. activated by the Department of Telecommunications (DoT) and do the digging only after prior intimation through 'Call Before U Dig' (CBuD) Mobile App. and as per its terms and conditions.**

12. MATERIALS OBTAINED FROM DISMANTLEMENT

- 12.1. The contractors, in course of their work, should understand that all materials (e.g. stone and the other materials) obtained in the work of dismantling, excavation etc. will be considered as the property of Puducherry Distilleries Ltd., and issued to the contractor (if they require the same for their own use) at rates approved by Puducherry Distilleries Ltd., If these materials are not required by them, they will dispose of to the best advantage of Puducherry Distilleries Ltd.,

13. WATER SUPPLY AND SANITARY WORK

- 13.1. The contractor shall engage licensed plumber for the work and get the materials tested by the Public Works Department authorities whenever required at their own cost. The work shall be carried out according to the Public Works Department Bye-laws and the contractor shall produce necessary certificate from Public Works Department authorities after completion of work.
- 13.2 The contractor shall have to deposit water proofing compound as per the actual requirements for the water proofing job with the Managing Director at his Departmental Stores at the site of work.
- 13.3 The water proofing compound will be issued to the contractor from time to time according to his requirements for the work in the same manner as the issue of the materials stipulated to be issued departmentally.

14. INCONVENIENCE TO PUBLIC

- 14.1 The contractor shall not deposit materials on any site, which will seriously inconvenience the public. The Managing Director may require the contractor to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.
- 14.2 Any damage to work resulting from rains or from any other cause until the work is taken over by the Puducherry Distilleries Ltd., after completion will be made good by the contractor at his own cost.
- 14.3 The contractor shall deposit royalty and obtain necessary permit for supply of sand, HBG metal, red earth, etc. from local authorities.
- 14.4 The contractor shall get himself acquainted with the nature and extent of the work and satisfy himself about the availability of quarry and of kiln for collection and conveyance of materials required for the construction. The contractor's quoted rate should take into account all these factors and will not be allowed for extra lead for collection and conveyance of materials for any reason whatsoever.
- 14.5. The contractor will be permitted to set up labour camp only before a week from the

commencement of work and not exceeding fifteen days after the completion of the work.

- 14.6 The contractor shall conform to the provision of any Government acts which relate to works and to the regulations and bye-laws of any local authorities. The contractors shall give all notices required by the said acts or laws etc., pay all fees payable to such authorities and allow for these contingencies in his tendered rates including fees for encroachments, costs of restoration etc., and all other fees payable to the local authorities.
- 14.7. Where surplus earth of a suitable quality exists at the site of work, the contractor shall be allowed to use same free of cost making mud mortar for masonry and for laying mud terracing over the roof. The Managing Director shall be the final authority to decide whether the earth obtained from excavation is surplus or not.
- 14.8 The surplus earth excavated which is beyond the requirement of Puducherry Distilleries Ltd., works, may be allowed by the Managing Director, Puducherry Distilleries Ltd., to be disposed of by the contractor on his own or to sell the surplus earth to private parties at his discretion, but nothing extra will be paid for carriage or disposal of the surplus earth, if the same is not required for Puducherry Distilleries Ltd., works.
- 14.9 The debris should be removed from the site on day to day basis without affecting the public in general.
- 14.10 The mixing of concrete should be done at a separate site avoiding stacking of material at road side.
- 14.11 Wherever fine sand has been mentioned in the schedule of quantities, it should be conforming to the grading Zone-IV or Zone-V as mentioned in the C.P.W.D. specifications.
- 14.12 Concrete will be mixed with mixers either operated by hand or mechanical.
- 14.13 The contractor shall not employ women and men below the age of 18 on the work of painting with products lead, in any form wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:
- a) White lead sulphate or lead, of products containing these pigments shall not be in painting operation except in the form of paste or of paint ready for use.
 - b) Measure shall be taken in order to prevent danger arising from application of paint in the form of spray.
 - c) Measure shall be taken wherever practicable against danger arising from dust caused by dry rubbing down and scraping.
 - d) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - e) Overalls shall be worn by working painters during whole of the working period.
 - f) Suitable arrangements shall be made to prevent clothing put off during working hours being soiled by painting materials.
 - g) Cases of lead poisoning and suspected lead poisoning shall be subsequently verified by a medical team appointed by the competent authority.

- h) The department may require when necessary medical examination of workers.
 - i) Instructions with regard to the special hygienic precautions to be taken in the painting trade shall be distributed to working painter.
15. The rate for all items of works shall unless clearly specified otherwise include cost of all labour, materials and others inputs involved in the execution of item.
16. a) For the purpose of recording measurements and preparing running account bill the abbreviated nomenclature enclosed with the standard form shall be adopted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and other relevant specifications.
- b) In case of extra and substituted items of work for which abbreviated nomenclature is not provided in the agreements, the full nomenclature of items shall be reproduced in the measurement books and bill forms for running account bills.
17. For all doors and windows whether factory made or otherwise, cleats and rubber buffers 30mm dia. shall be provided as directed by the Managing Director and the rate for the shutter item shall include the cost of providing such wooden cleats and buffers.
18. For those doors where hydraulic door closer is provided only wooden cleats need not be provided and no reduction in rate shall be made for the same.
19. The particle board shutter shall be provided, with teak wood lipping (beading) at the edge to which hinges are fixed, without any extra cost.
20. For works where items of aluminium doors, windows etc., are specified, the grade of anodic coating to be provided in accordance with table I of IS: 1868-1968 together with reference to IS: 5523-1969.
21. Where hydrated lime is available, this can be used on the works and the places where hydrated lime is not available, lime concrete will be prepared by the traditional method of slaking the lime preparing the lime putty etc.
22. (a) Tendered rates are inclusive of all taxes and levies payable under the respective status. However pursuant to the constitution (46th Amendment) Act 1982, if any further tax or levy is imposed by the statute after the date of receipt of tenders and the contractor thereupon necessarily and properly pays such taxes/levies, the contractors shall be reimbursed the amount so paid provided such payment, if, any, is not, in the opinion of the Managing Director (whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor.
- (b) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Pudukcherry Distilleries Ltd., and further shall furnish such other information/document as the Managing Director may require.

- (c) The contractor shall within a period of 30 days of imposition of any further tax or levy pursuant to the Constitution (46th Amendment) Act, 1982 give a written notice thereof to the Managing Director pursuant to this condition, together with all necessary information relating therein.
23. While execution of the work, the contractor shall organise his work in such a way that the normal functioning of the premises is not disturbed.
 24. Any damage done to the existing structure while dismantling execution of the work shall be made good by the contractor at claim shall be made good by the contractor at his own cost and no extra claim shall be entertained on this account.
 25. The contractor must see the site before participating the tender and his viability for executing the work.
 26. The item of Anti-termite treatment shall be executed through a specialized firm.
 27. Rates should also be quoted inclusive of testing charges of all construction materials both at laboratory and in the field. No payment will be made for material testing.
 28. The contractor should arrange for shifting of construction materials / concrete etc., near to the work site at his own cost. No extra rate shall be considered for shifting of materials etc.
 29. For construction of Buildings /drains/canals/channels/bridges and culverts etc., rates should be quoted inclusive of de-watering and pumping out any type of water encountered during execution. No separate claim/ cost (like Extra/Substituted/Deviated items) will be admitted towards the dewatering etc. or any form of claim at any stage during the execution of work. No extra claim will be admitted for working under foul condition encountered during execution.
 30. The Contractors themselves have to identify the place of disposal of un-serviceable materials like debris, waste mud, etc arises in the site. No extra lead and lift shall be considered for such disposal.
 31. The Contractor must do their own arrangements at their own cost for signage/barricading etc. for the safety of Public during construction in the construction site of building/road/drain/canal/bridge/culverts etc. No separate claim will be admitted in this regard.
 32. The contractor shall make his own arrangements to provide the bitumen required for the work from approved public sector, refineries such as IOC, BP, HPL etc., and produce the paid voucher to the Managing Director. The materials so procured shall be got tested before use.
 33. Necessary test certificates should be produced from the approved laboratory for the quality of materials.
 34. Defective materials will be rejected and the same have to be replaced by the contractor at

his own cost.

35. Original purchase vouchers should be produced at the time of receipt of materials and at the time of verification by the Managing Director. The name of contractor, name of work and agreement number should be clearly noted in the original vouchers.
36. The test specimens shall be provided at free of cost by the contractor.
37. The test for cement has to be conducted for every 500 bags or part. The test for steel has to be conducted for every consignment of 20 tonne or part thereof for each size/dia.
38. Payment for the item of laying Semi Dense Bituminous Concrete shall be made after conducting the density/ compaction measurement test and also the surface roughness measured with Bump Integrator, by the Highways Research Station, Chennai and ensuring that
 - a) In respect of density/compaction, the test result conforms to the density prescribed in the mix design and,
 - b) In respect of surface roughness measured with Bump Integrator the result shall conform to the values prescribed in Table – 3 of IRC – SP-16-200439.
39. The Puducherry Schedule of Rates Abbreviated Nomenclature for buildings and road works shall be adopted in recording of measurements and preparation of running accounts bills, etc., wherever applicable as per CPWD Works Manual 2022.
40. The work executed shall be measured as per metric dimensions given in the schedule of quantities. The FPS units wherever indicated in the drawings are for guidance only.
41. Unless otherwise specified, all the rates quoted by the contractor shall be for items of work at all levels and heights of the building.
42. The work shall be executed as per the C.P.W.D. specifications 2019 (with correction slips and subsequent publications). In case of discrepancies between the specifications of a particular item as indicated in the C.P.W.D. specifications mentioned above and as indicated in the nomenclature of the item the latter shall prevail.
43. All stone aggregate, sand etc., shall be obtained only from approved quarries. All the materials shall be got approved by the Managing Director before they are actually procured and used at site.
44. The grading of sand to be used for mortars and concrete shall be determined at the site of work by the Managing Director and sand conforming to these gradings only shall be used on the work.
45. Necessary washing, screening, etc., of metal and sand shall be done at site as per requirements of the Managing Director.
46. Bricks shall have crushing strength of class designation.
47. The work of water supply and internal sanitary installations and drainage shall be carried out as per bye-laws of the local Municipal body.

48. All manufactured materials used in the work shall have ISI/BIS mark. In case of materials for which no manufacturer has been licensed to manufacture the materials with ISI marking, the materials shall conform to the provisions of C.P.W.D./MORTH/IRC/CPHEEO specifications or the ISI code (in the absence of C.P.W.D. specifications or other specification mentioned above for any particular material). In the case of all materials, tests shall be conducted to ensure that they conform to the specifications of codes mentioned above.
49. All materials, which are to be tested before use on the work should be procured at least 2 months before use on the work so that enough time is available for testing them before they are actually used.
50. The cost of samples and all other incidental charges such as packing, transportation to the laboratory etc., shall be borne by the contractor.
51. The architectural drawings Nos. based on which the work is to be executed are available with the Managing Director and can be inspected by the prospective tenderers up to the date of submission of tenders at his office during working hours.
Use and testing of all the manufactured materials used in the work shall be regulated as per specifications 2019.
52. Before receiving final payment for the work, contractor shall give an undertaking to the effect that at his own cost he will rectify the defects in walls, roof like leakage, cracks etc. Which may come to light during the first monsoon after the completion of work and for this purpose part of the security deposit which may be deemed reasonable by the Managing Director shall be retained till the first monsoon is over as security against the contractor's failure to act upon the undertaking. This undertaking and consequent retention of part of the security deposit shall not invalidate the contract.
53. The top surface of the RCC roof slab shall be screeded to be uniform when the concrete is green, so as to have a proper bond with the roof treatment. Nothing extra shall be paid on this account.
54. For aluminium doors, fixed glazing, fixed windows, sliding windows, louvered type ventilators and partitions etc. all aluminium sections shall be to the required size, thickness and weight as shown in the relevant Architect's Drawings.
55. In case, if any descriptions are missing in the scope of work or specifications in the bidding documents, it shall be executed as given in the CPWD Specifications, relevant ISCodes of latest edition and CPHEEO Manual or according to Good Managing Engineering Practices so as to complete the work fully. No claim whatsoever may be entertained at later stage.

**LIST OF APPROVED MATERIALS
PREFERRED MAKE OF MATERIALS (FOR CIVILWORKS)**

Unless otherwise specified, the brand/ make of the material as specified in the item nomenclature, in the particular specifications and in the list of preferred make attached in the tender, shall be used in the work. In case of non-availability of the brand specified in the contract the contractor shall be allowed to use alternate equivalent brand of the material subject to submission of documentary evidence of non- availability of the specified brand and prior approval of the Managing Director, Puducherry Distilleries Ltd.,

Sample/Make of all the materials will be used only after approval of the Managing Director, Puducherry Distilleries Ltd.,

LIST OF APPROVED MATERIALS			
SL. NO.	MATERIAL DESCRIPTION	MATERIAL	
		BRAND	MAKE
1	Chloropyriphos	PIRAMID	AMVAC AGRI RASAYAN PVT. LTD.
		NOBAN	CHEMTTS WETS & FLOWS PVT LTD.
		DURSBANTCT	DE-NOCIL LTD.
		PREMISE AGENDA	BAYER LTD.
		HILBAN	HINDUSTAN INSECTICIDES LTD.
		SARUPS PEST CONTROL	SARUPS PEST CONTROL LTD.
2	43 Grade ordinary Portland Cement / Portland Pozzolana Cement / Slag Cement (strikeout the cement not required)	ACC	ACC CEMENTS LTD.
		ULTRA TECH	ULTRA TECH CEMENT LTD.
		COROMANDAL	INDIA CEMENTS LTD.
		BIRLA	BIRLA CORPORATION LTD.
		CHETTINADU	CHETTINADU CEMENTS CORPORATION LTD.
		BHARATHI	BHARATHI CEMENT CORPORATION LTD.
		DALMIA	DALMIA CEMENT BHARAT LTD.
		ZUARI	ZUARI CEMENT LTD.
		JAYPAEE CEMENT	JAYPEE CEMENT LTD.
		MAHA CEMENT	MY HOME INDUSTRIESPVT. LTD
		J.K. CEMENT	J.K. CEMENT PVT. LTD
		AMBUJA CEMENT	AMBUJA CEMENTS LTD
		PENNA CEMENT	PENNA CEMENTINDUSTRIES LTD
		KONARK CEMENT	KONARK CEMENT
		CENTURY CEMENT	BIRLA GOLD CEMENT
		SHREE CEMENT	SHREE CEMENT
		RAMCO CEMENT	RAMCO CEMENTS LTD
		SAGAR CEMENT	SAGAR CEMENTS LTD
		EMAMI CEMENT	EMAMI CEMENTS LTD

3	Damp Proof Material	MAPEI	MAPEI CONSTRUCTIONS PRODUCTS INDIA P LTD
		FERROUS CRETE	FERROUS CRETE (INDIA) PVT.LTD
		IMPERMO	SNOWCEM PAINTS
		DURASEAL	APURVA INDIA PVT LTD
		ACCO PROOF	ACC CEMENTS LTD
		DR.FIXIT	PIDILITE INDUSTRIES
		FOSROC	FOSROC CHEMICALS INDIA PVT. LTD
		CICO	CICO INDUSTRIES
		SIKA	SIKA INDIA PVT LTD.
		PIDILITE	PIDILITE INDUSTRIES LTD
		BASF	BASF INDIA LTD.
		MYK	MYK LATICRETE INDIA PVT LTD.
		ASIAN PAINTS SMARTCARE DAMPROOF	ASIAN PAINTS LTD
		WEATHER COAT ROOFGUARD	BERGER PAINTS
		POLYTANCRETEIWI	SUNANDA SPECIALITY COATINGS PVT LTD.
		WALLSHIELD 2K	BERGER PAINTS
4	TMT Bars Fe-500 D	SAIL	STEEL AUTHORITY OF INDIA LTD.
		TISCO	TATA STEEL LTD.
		VIZAG	RASTRIYA ISPAT NIGAM LTD.
		JSW	JSW STEEL LTD.
		JINDAL	JINDAL STEEL & POWER LIMITED
5	Plasticiser & Super Plasticiser	CONTRAMENT, POWER FLOW	MC BAUCHEMIE (INDIA) PVT LTD.
		SUNANDA CHEMICALS	SUNANDA CHEMICALSLTD
		MYK SCHOMBURG	MYK ARMENTS RANGE OF PRODUCTS
		PLASTIMENT, SIKAMENT	SIKA INDIA PVT LTD.
		CONPLAST SP430	FOSROC INDIA
		CHRYSO - HP / DELTA / OPTIMA	CHRYSO INDIA PVT LTD
		BASF	BASF INDIA LTD.
		CICO	CICO INDUSTRIES

		SMART CARE TECHNO PLAST /SMART CARE MAXIMO PLAST	ASIAN PAINTS LTD
		ENDURA	H.R. JHONSONS.
6	Expansion Joint Bitumen Board	DURA BOARD HD 100	SUPREME INDUSTRIES
		STP	SHALIMAR TAR PRODUCTS
		DURAFILL	SUPREME INDUSTRIES
7	Post Tensioning System	CRUX	CRUX PROCESSING SYSTEMS PVT LTD
		VSL	VSL INDIA LTD
		ULTRACON	ULTRACON STRUCTURAL SYSTEMS PVT LTD
		BBR	BBR (INDIA) PVT LTD.
8	PT Strands	DP WIRES	DP WIRES LTD.
		TATA WIRON	TATA STEEL LTD.
		USHA MARTIN	USHA MARTIN LTD
9	Adhesive	DUNLOP	INDIA TYRES & RUBBERCO (INDIA) LTD.
		VAMORGANIC	VAMORGANIC LTD.
		SIKA	SIKA INDIA PVT LTD.
		FEVICOL	PIDILITE INDUSTRIES
		CICO	CICO INDUSTRIES
		PROOFEX OF ADHESIVE	FOSROC INDIA LTD.
		KERABOND PLUS	MAPEI CONSTRUCTION PRODUCTS INDIA P LTD.
		ASIAN PAINTS	ASIAN PAINTS LTD
10	Grout	ARDEX	ARDEX ENDURA ADHESIVE INDIA PVT LTD.
		FERROUS CRETE	FERROUS CRETE (INDIA) PVT.LTD
		LATA POXY	MYK LATICRETE INDIA PVT.LTD
		BASF	BASF INDIA LTD.
		FOSROC GP2	FOSROC INDIA LTD.
		MYK SCHOMBURG	MYK ARMENTS RANGE OF PRODUCTS
		FUGABELLA, PORCELANA	KEROKOLL INDIA PVT LTD.
		DR.FIXIT	PIDILITE INDUSTRIES
		KERAPOXY	MAPEI CONSTRUCTION PRODUCTS INDIA P LTD.
		TEEMAX GROUT-TP-1	M/S TEEMAGE BUILDERS (P) LTD

11	Ready Mix Concrete	ULTRATECH	ULTRATECH CONCRETE		
		ACC	ACC LTD		
		RMC(INDIA)	RMC (INDIA) PVT. LTD		
		LAFARGE	LAFARGE INDIA PVT. LTD		
12	AAC Blocks	XTRALITE	ULTRA TECH CONCRETE LTD.		
		AREOCON	HIL		
		SIPOREX	SIPOREX		
		NUCON	GREEN WAY BUILDING MATERIALS INDIA PVT.LTD		
		NCL	NCL VEKA LTD.		
		RENACON	RENAATUS PROCON PVT LTD.		
13	Wooden Flush Door Shutters	JAYNA FLUSH DOORS	JAIN WOOD INDUSTRIES		
		RAAVELLA DOOR	RAAVELLA INDUSTRIALS (P) LTD		
		KAILASH	KAILASH HITECH TIMBER INDUSTRIES PVT.LTD		
		INDIAN TIMBER PRODUCTS	INDIAN TIMBERPRODUCTS		
		SHAKTHI	SHREE SHAKTHI MODERN FLUSH DOORS		
		GREENLAM	GREENLAMLY INDUSTRIES LTD.		
		MAYUR	MAYUR PLY INDUSTRIES		
		MP PLYWOOD PRODUCTS	MP WOOD PRODUCTS		
		KITPLY	KITPLY INDUSTRIES LTD.		
		DURO FLUSHDOORS	DURO PLY INDUSTRIESLTD.		
		KENWOOD	KENWOOD PLY & BOARD		
				CENTURY	CENTURY FLUSH DOORS
				DEC	DEC I & P INDIA PVT LTD.
JAIN DOORS	JAIN DOOR PVT LTD				
A-1 TEAK PRODUCTS	A-1TEAK PRODUCTS PVT LTD				
14	Water Proof Ply wood Commercial Ply, Fire Retardant Ply and Block board	JAYNA PLY	JAIN WOOD INDUSTRIES		
		GREENPLY	GREENPLY INDUSTRIES LTD		
		KITPLY	KITPLY INDUSTRIES LTD.		
		DUROPLY	DURO PLY INDUSTRIES LTD		
		ARCHIDPLY	ARCHID PLY INDUSTRIES LTD		
		CENTURY PLY	CENTURY FLUSH DOORS		
		WUUDPLY	M/S.PRIME VENEERS LTD		

15	Laminate	GREEN LAM	GREEN LAM INDUSTRIES LTD
		CENTUARY	CENTURAY LAMINATES
		MERINO	MERINO LAMINATES
		ARCHIDPLY	ARCHID PLY INDUSTRIES LTD.
		SONEAR	SONEAR LAMINATES
		ROYAL TOUCHE	ROYAL TOUCHELAMINATES
		KITMICA	KITPLY INDUSTRIES LTD.
		SUNMICA	SUNMICA INDUSTRIES
		VIDYA PLY	VIDYA PLY & BOARD PVT LTD.
		FORMICA	FORMICALAMINATES(INDIA) PVT LTD.
		DECOLAM	DECOLAM INDIA PVT.LTD
16	Prelaminated Particle board Exterior Grade	MERINO	MARINO LAMINATES
		KITLAM	KIT PLY INDUSTRIES LTD.
		TESA ACTION Co.	TESA ACTION Co.
		ECOBOARD	ECOBOARD INDUSTRIES LTD
		ASSOCIATE	ASSOCIATE DÉCOR LIMITED
		ARCHID PLY	ARCHID PLY INDUSTRIES LTD.
		CENTUARY	CENTUARY MDF
		GREEN LAM	GREENLAMINDUSTRIESLTD
17	High Density (HDF) Prelaminated Board	PERGO	RED FLOOR INDIA
		GREEN PLY	GREEN PLY INDUSTRIES LTD.
18	Gypsum Board	GYPROC SAINT GOBIAN	SAINT GOBINGYPROCK INDIA LTD.
		LAFARGE	LAFARGE INDIA PVT. LTD
		USG BORAL BOARD	USG BOARD INDIAPVT.LTD
		ARMSTRONG	ARMSTRONG WORLD INDUSTRIES
19	Glass Door Hardware	DORMA	DORMAKABA INDIA PVT LTD
		KICH	KICH ARCHITECTURAL PRODUCTS LTD.
		CLASSIC	CLASSIC HARDWARE
		SQUASH	SQUASH GLASS DOORS
		HAFELE	HAFELE INDIA PVT LTD
		OZONE	OZONE HARDWARE
		GEZE	GEZE GMBH
		DORSET	DORSET INDUSTRIES PVT LTD

20	Hydraulic door closers/ Floor springs	GODREJ	GODREJ LOCKING SOLUTION & SYSTEMS
		HARDWYN	HARDWYN HARDWARE
		MAGNUM KIT	MUKUND OVERSEAS
		DORMA	DORMAKABA INDIA PVT LTD
		EVERITE	EVERITE AGENCIES
		DORSET	DORSET INDUSTRIES PVT LTD
		GEZE	GEZE GMBH
21	Locks & Latches	DORSET	DORSET INDUSTRIES PVT LTD
		GODREJ	GODREJ LOCKING SOLUTION & SYSTEMS
		HITECH	GLOBE LOCKS INDIA
		HAFELE	HAFELE INDIA PVT LTD
		HARRISON	HARRISON LOCKS
		PLAZA	BHARAT LOCK HOUSE
		YALE	ASSA ABLOY INDIA (PVT) LTD
		LINK	LINK LOCKS
		GEZE	GEZE GMBH
22	Metalic / Steel Fire Door	SHAKTHI HORMANN	SHAKTHI HORMANN PVT LTD
		PROMOT	PROMOT FIRE & INSULATION (P) LTD.
		MPP SCHODDERS	MPP TECHNOLOGY PVT LTD.
		NAVAIR	NAVAIR INTERNATIONAL PVT LTD.
		SIGNUMFIRE PROTECTION	SIGNUMFIRE PROTECTION PVT LTD.
		SUKRI	SUKRI FIRE DOORS PVT LTD
		KENWOOD	KENWOOD PLY & BOARD
		GODREJ	GODREJ SECURITY SOLUTION
23	Fire Smoke Seal	HILTI	HILTI INDIA PVT LTD
		PROMAT	PROMAT FIRE & INSULATION (P) LTD

		ATROFLAME	ATROFLAME LTD.
		RAVEN	RAVEN GLOBAL
24	Fire Rated Hardware	DORMA	DORMAKABA INDIA PVT LTD.
		INGERSOLRAND	INGERSOLRAND(INDIA)LTD
		DORSET	DORSET INDUSTRIES PVT LTD
		BACKERS FS	BACKERS FS
		GEZE	GEZE GMBH
25	Non-Metallic Fire door	NAVAIR	NAVAIR INTERNATIONAL PVT LTD.
		PROMAT	PROMAT FIRE &INSULATION (P) LTD
		GODREJ	GODREJ SECURITY SOLUTIONS
		KENWOOD	KENWOOD PLY & BOARD
26	Stainless Steel Screws	KUNDAN	KUNDAN INDUSTRIES LTD
		ALLOY	ALLOY LTD
		GKW	GKW LIMITED
		NETTLEFOLD	NETTLEFOLD SCREWS
		POOJA	POOJA STEEL CORPORATION
		ATUL	ATUL FASTENERS LTD
27	Butt Hinges Openable Window Shutters	HAFELE	HAFELE INDIA PVT LTD.
		EARLT BIHARI	EARLT BIHARI INDIA PVT LTD
		DORMA	DORMAKABA INDIA PVT LTD.
		DORSET	DORSET INDUSTRIES PVT LTD
		ALU ALPHA	ALU ALPHA INDIA
28	Mild Steel Butt Hinges / Piano Hinges	JOLLY	JOLLY MANAGING DIRECTORINGWORKS
		SUPREME	SUPREME
		SASWAT	SASWAT
		DEEPAK	DEEPAK
		SWIFT	SWIFT SCREWS
		GARG	D.P. GARG & COMPANY

		AMIT	LOVELY METALINDUSTRIES PVT LTD.
		JYOTI	JYOTI ARCHITECTURALPVT LTD.
29	Stainless Steel Butt Hinges	PRAYAG	PRAYAG POLYMERS (P)LTD.
		OZONE	OZONE HARDWARE
		DORMA	DORMAKABA INDIA PVT LTD.
		GEZE	GEZE GMBH
		GARG	D.P. GARG& CO.
30	Concealed Tower Bolt	DORMA	DORMAKABA INDIA PVT LTD.
		INGERSOLRAND	INGERSOLRAND(INDIA) LTD
		DORSET	DORSET INDUSTRIES PVT LTD
		ALU ALPHA	ALU ALPHA INDIA
31	UPVC Doors, Door Frames and Windows	FENESTA	FENASTA DCM SHRIMAN
		ENCRAFT	ENCRAFT INDIA PVT LTD.
		LG	LG INDIA PVT LTD.
		REHAU	REHAU UNLIMITED POLYMER SOLUTIONS
		ALUPLAST	ALU ALPHA INDIA
		KOMARLING	PROFILE INDIA WINDOW TECHNOLOGY PVT LTD.
		DUROPLAST	DURO PLAST EXTRUSION PVT LTD.
		QUTE	QUTE EXTRUSIONS PVT LTD.
		NCL VEKA	NCLS VEKA LTD.
32	PVC Doors and Frames	ACCUCEL	ACCURA POLYTECH PVT LTD
		DUROPLAST	DUROPLAST EXTRUSIONPVT LTD
		POLYLINE	POLYLINE EXTRUSIONPVT LTD
		RAJSHRI	RAJSHRI PRODUCTIONS PVT LTD
		QUTE	QUTE EXTRUSIONS PVT LTD

33	Stainless Friction Hinges	HETICH	HETICH INDIA PVT.LTD
		HAFFLE	HAFELE INDIA PVT LTD.
		SECURISTYLE	SECURISTYLE INDIA PVT LTD.
		EARL BIHARI	EARLT BIHARI INDIA PVT LTD
		EBCO	EBCO
		ROTO	ROTO FRANK ASIA
34	Float Glass	SAINT GOBAIN	SAINT GOBIN INDIA PVT LTD
		ASAHI	ASAHI INDIA GLASS LTD
		PILKINTON	PILKINTON INDIA PVT LTD.
		MODIGUARD	GUJARAT GUARDIAN LTD
35	Reflective Glass	SAINT GOBAIN	SAINT GOBIN INDIA PVT LTD
		ASAHI	ASAHI INDIA GLASS LTD
		PILKINTON	PILKINTON INDIA
		MODIFLOAT	GUJARAT GUARDIAN LTD
		GLAVERBEL	GLAVERBEL INDIA
36	Tempered Reflective/ Clear Glass	SAINT GOBAIN	SAINT GOBIN INDIA PVT LTD
		FUSO	FUSO GLASS INDIA PVT LTD
		GURIND	GURIND INDIA
		ASAHI	ASAHI INDIA GLASS LTD
		MODIGUARD	GUJARAT GUARDIAN LTD
		IMPACT SAFETY	IMPACT SAFETY GLASS WORKS PVT LTD.
37	Fire rated glass	CONTRAFLAM/ PYROSWISS OF SAINTGOBAIN	SAINT GOBIN INDIA PVT LTD
		PROMAT	PROMAT FIRE & INSULATION (P) LTD
		PYRAN OF SCHOTT	SCHOTT GLASS INDIA PVT LTD
		PILKINTON	PILKINTON INDIA
38	Anchor / SS Stone Cladding Clamps / Dash Fasteners	HILTI	HILTI INDIA PVT LTD
		FISCHER	FISCHER INDIA
		ANCHOR	ANCHOR LTD

		NUTECH	NUTECH CONSTRUCTION CHEMICALS
		CANON	CANNON
		WURTH	WUERTH INDIA PVT LTD.
		TRIXEL	AXEL INDIA PVT LTD.
		HELFEN	HELFEN ANCHORING SYSTEM
		BOSCH	BOSCH LTD
39	Structural Steel	SAIL	SAIL
		TISCO	TATA STEEL
		VIZAG	RINL
		JSW	JSW
		APOLLO	APL APOLLO
40	M.S Pipe Tubes	SAIL	SAIL
		TISCO	TATA STEEL
		APOLLO	APL APPOLLO
		KALINGA	KALINGA TUBES
		JINDAL	JSW
		NEZONE	NEZONE TUBES LIMITED
41	Stainless Steel	SALEM	SAIL
		CONNECT	CONNECT LTD
		ARK PRODUCT PVT.LTD	ARK PRODUCT PVT LTD.
		JINDAL	JSW
		SAIL	SAIL
		KINGSTON	KINGSTON BRASS
42	Stainless Steel bolts, washers, nuts	KUNDAN	KUNDAN INDUSTRIES LTD
		POOJA	POOJA STEEL CORPORATION
		ATUL	ATUL FASTNERS LTD
		HILTI	HILTI INDIA PVT LTD
43	Stainless steel pressure plate screws	KUNDAN	KUNDAN INDUSTRIES LTD
		POOJA	POOJA STEELCORPORATION
		ATUL	ATUL FASTNERS LTD

44	Welding Rods	ADVANI	ADVANI OERLIKON LTD
		ESAB	ESAB INDIA PVT LTD.
45	Metal Deck Sheet	TATA	TATA STEEL
		SAIL	SAIL
46	Shear Stud/ Connector	KOCO	KOSTER & CO.
47	Vitrified Tiles	AGL	ASIAN GRANITE INDIA LIMITED
		MARBITO	MARBITO TILES
		NITCO	NITCO LTD.
		RAK	RAK CERAMIC INDIA PVT LTD
		RESTILE	RESTILE CERAMIC LTD
		KAJARIA	KAJARIA CERAMIC LTD
		SOMANY	SOMANY CERAMIC LTD
		JHONSON	PRISM JOHNSON LTD
		VARMORA GRANITO	VARMORA GRANITO GRANITE PVT LTD
		NAVEEN	MURUDESHWARCERAMICS LTD
		VIERO	APARNA TILES
APARNA VITERO	APARNA ENTERPRISESLTD		
48	Glazed Ceramic Tiles (also wall tiles)	AGL	ASIAN GRANITE INDIA LIMITED
		NITCO	NITCO LTD.
		RAK	RAK CERAMIC INDIA PVT LTD
		KAJARIA	KAJARIA CERAMIC LTD
		SOMANY	SOMANY CERAMIC LTD
		JHONSON	PRISM JOHNSON LTD
		VARMORA GRANITO	VARMORA GRANITO GRANITE PVT LTD
		NAVEEN	MURUDESHWARCERAMICS LTD

49	Synthetic Sports Flooring	ARMSTRONG	ARMSTRONG FLOORING
		LG	LG HAUSYS INDIA
		WONDORFLOOR	RMG POLYVINYL INDIALTD
50	Linoleum Sports Flooring	ARMSTRONG	ARMSTRONG FLOORING INDIA LTD
		FORBO	FORBO FLOORING INDIA PVT LTD
		GERFLOR	GERFLOR FLOORING
51	False Floor	HEWETSON	HEWETSON INDIA
		ACCESS FLOOR SYSTEM	ACCESS FLOOR SYSTEM
		UNIFLOOR	UNIFLOOR INDIA LTD
		UNITILE	UNITILE OFFICE SYSTEMS PVT LTD.
		PINNACLE	PINNACLE
		KEBAO	INNER SPACE (DISTRIBUTORS)
52	Wood Floor	ARMSTRONG	ARMSTRONG FLOORING
		MIKASA REAL WOOD FLOORS	GREEN LAM INDUSTRIES
		NEW WOOD	NEW WOOD INDIA LTD
		WERNER	WERNER FLOORS
		PERGO	REDFLOOR INDIA
53	Floor Spring (For non DSR Items)	DORMA	DORMAKABA INDIA PVT LTD
		INGERSOLRAND	INGERSOLRAND INDIAPVT LTD.
		OZONE	OZONE HARDWARE
		GEZE	GEZE GMBH
54	Cement Concrete parking tiles	NITCO	NITCO LTD.
		PODDAR	PODDAR UDYOG
		EUROCON	EUROCON TILES INDIA
		DAZZLE	DAZZLE DESIGNER TILES PVT LTD.
		NTC	NTC PARKING TILES

		HINDUSTAN TILES	HINDUSTAN TILES,RANCHI, PUNE
		ULTRA	ULTRA TILE PRIVATE LTD
55	Synthetic Carpet Tiles	TOLI	TOLI Corporation
		HOLLITEX	HOLLITEX CARPET TILES
		STANDARD CARPETS	STANDARD CARPETS
56	Vitrified Paving Tiles	PAVIT	PAVIT CERAMICS PVT LTD.
57	Glass Mosaic Tiles	ITALIA	TILE ITALIA MOSAICS PVT. LTD
		CORAL	CORAL TILES
		MRIDUL	MRIDUL TILES
		PALLADIO	PALLADIO MOSAICS
		BISAZZA	BISAZZA ITALY
		BIRLA WHITE	BIRLA CORPORATIONLTD.
		JK WHITE	JK CEMENT LTD
		PAVIT (ECO TILE)	PAVITCERAMICS PVTLTD.
58	Thermal Insulation Treatment	PIDILITE	PIDILITE INDUSTRIES
		ELASTOSPRAY	BASF
		ROCK INDIA PVT LTD.	ROCK INDIA PVT LTD
		WEATHER KOOL & SEAL	BERGER PAINTS
59	Acoustic Insulation	TWINGERINSUL	U.P. TWIGA FIBER GLASS LTD
		LLOYD INSULATION	LLOYD NSULATION(INDIA) LTD.
		SAINT GOBAIN GYPROC	SAINT GOBIN GYPROCINDIA
		HIMALAYAN ACOUSTICS	HIMALAYAN ACOUSTICS
		KNAUF	KNAUF GYPSUM INDIA PVT.LTD
		ANUTONE	ANUTONE ACOUSTICSLTD.
60	UPVC Pipes and Fittings (Rain Water Pipes)	SUPREME	SUPREME INDUSTRIESLTD
		PRINCE	PRINCE PIPES ANDFITTINGS LTD

		FINOLEX	FINOLEX INDUSTRIES LTD
		PREPOLY	PREMIER PVC INDUSTRY
		ASTRAL	ASTRAL POLYTECHNIKLTD
		ASHIRWAD	ASHIRWAD PVC PIPES
		FLOWGUARD	FLOWGUARD
		TRUFLOW	HSIL LTD OF HINDWARE
61	Sandwich UF panelled roofing sheets	LLOYD INSULATION	LLOYD INSULATION(INDIA) LTD.
		JINDAL MECTEC / JINDAL	MECTEC PVT LTD
		DANPALON	DANAPAL LIGHT ARCHITECTURE
		GE PLASTIC	GE SILICONS
		LEXAN	LEXAN LTD
62	Polycarbonate Sheet	MG POLYPLAST	MG POLYPAS
		GE LEXON	GE SILICONS
		DANPALON	DANAPAL LIGHT ARCHITECTURE
		ALCOX	HINDEGGAN ALCOX LTD.
		POLYGAL	POLYGAL INDIA PVT LTD.
63	False Ceilings	AEROLITE	ANDHRA POLYMERS PVTLTD /AEROLITE INDUSTRIES PVT LTD.
		ANUTONE	ANUTONE ACOUSTICS LTD
		ARMSTRONG	ARMSTRONG WORLD INDUSTRIES
		GRIDSQUARE	GRIDSQUARE CEILINGS
		KNAUF	KNAUF GYPSUM INDIA PVT. LTD
		USG BORAL	USG BORAL
		HUNTER DOUGALS	HUNTER DOUGALS
		SAINT GOIBAIN GYPROC	SAINT GOBIN GYPROCINDIA

64	False Ceiling Members (perimeter, Ceiling Section, Intermediates, anglesetc)	ARMSTRONG	ARMSTRONG WORLD INDUSTRIES
		AEROLITE	ANDHRA POLYMERS PVT LTD./AEROLITEINDUSTRIES PVT LTD.
		GRIDSQUARE	GRIDSQUARE CEILINGS
		GYPFRAME STEEL	BRITISH GYPSUM
		KNAUF	KNAUF GYPSUM INDIA PVT.LTD
		LLOYD	LLOYD INSULATION(INDIA) LTD.
		SAINT GOBAIN	SAINT GOBAIN GYPROC
65	Synthetic Enamel Paint	PREMIUM GLOSS ENAMEL	ASIAN PAINT LTD
		DULEX	ICI DULEX LTD
		NEROLAC	NEROLAC PAINTS LTD
		BERGER	BERGER PAINTS
		NIPPON	NIPPON PAINT INDIA LTD
66	Pink Primer	WOOD PRIMER	ASIAN PAINT
		DULEX	ICI DULEX
		NEROLAC	NEROLAC KANSIANEROLAC PAINTS LTD
		BERGER	BERGER PAINTS
		NIPPON	NIPPON
67	Red Oxide Zinc Chromate Primer	HIGH PERFORMANCE YELLOW METAL PRIMER	ASIAN PAINT
		DULEX	ICI DULEX
		NEROLAC	NEROLAC
		BERGER	BERGER PAINTS
		NIPPON	NIPPON
68	Oil Bound Distemper	TRACTOR AQALOCK	ASIAN PAINT
		DULUX (MAXILITE)	DULUX
		MG POLYPLAST	NEROLAC
		BERGER (BISM)	BERGER PAINTS

69	Acrylic Emulsion	PREMIUM EMULSION	ASIAN PAINT
		DULUX (SUPER COVER)	ICI DULUX
		NEROLOC (BEAUTY GOLD)	NEROLAC
		BERGER (BISM)	BERGER PAINTS
70	Water Proof Cement Paint	ASIAN EXTERIAL WALL PRIMER	ASIAN PAINT
		BERGER	BERGER PAINTS
		SURFA	SURFACOATS (INDIA) PVT. LTD
		ICI DULUX	ICI DULUX
		CEM COLOUR	SNOWCEM PAINTS
71	Acrylic Smooth Exteriorpaint	DULUX	ICI DULUX
		APEX	ASIAN PAINTS
		NEROLAC	NEROLAC
		BERGER	BERGER
		NIPPON	NIPPON
72	Premium Acrylic smooth exterior paint with silicon additives	ULTIMA	ASIAN PAINT
		DULUX	ICI DULUX
		NEROLAC	NEROLAC
		BERGER	BERGER
		SURFEX RAIN SHIELD	SURFACOATS
73	Cement Based Wall Putty	J.K. WALL PUTTY	J.K. CEMENTS LTD.
		BIRLA WALL CARE	BIRLA CEMENTS LTD.
		ASIAN PAINTS	ASIAN PAINTS LTD.
		ALTEK	NCL ALLTEK & SECCOLD LTD.
		BERGER	BERGER
		ARDEX ENDURA	ARDEX ENDURA INDIA PVT LTD.
		FERROUS CRETE	FERROUS CRETE (INDIA) PVT.LTD

74	Acrylic Textured Plaster	APEX DURACAST	ASIAN PAINTS
		SPECTRUM PAINTS	SPECTRUM PAINTS LTD.
		HERITAGE	HERITAGE RAJKAMAL GROUP
		ASIAN PAINTS	ASIAN PAINTS
		NEROLOC	NEROLOC
75	Ready Mix Cement Plaster	READI PLAST	ULTRATECH CEMENTSLTD
		GYPROC PLASTERS	SAINT GOBAIN GYPROC INDIA
		ULTRA TECH	ULTRA TECH CEMENT LTD.
		FERROUS CRETE	FERROUS CRETE (INDIA) PVT.LTD
76	Melamine Polish	ASIAN PAINTS	ASIAN PAINTS
		MELAMINE GOLD WUDFIN	PIDILITE INDUSTRIES
		POLYCURE	POLYCURE MALAYSIA
77	Fire Retardant Paint	JOTUN	JOTUN PAINTS
		HILTI	HILTI INDIA
		AKZONOBEL	DULEX AKZONOBELPAINTS
		ASIAN PAINTS	ASIAN PAINTS
		STPL LTD	STPL LTD
78	Anticorrosive bitumastic paint	BERGER	BERGER PAINTS INDIALTD.
		SHALIMAR	SHALIMAR PAINTS INDIA LTD.
		IS 158 BITUMINOUS BLACK	ASIAN PAINTS
79	Cement Primer	ASIAN PAINTS	ASIAN PAINTS
		JK PRIMAXX	JK CEMENT LTD
		BERGER	BERGER PAINTS INDIA LTD.
80	Epoxy Paint	ASIAN EPOXY	ASIAN PAINTS
		BERGER	BERGER PAINTS INDIA LTD.
		SHALIMAR	SHALIMAR PAINTS
		STPL LTD	SHALIMAR TAR PRODUCTS

		ARDEX ENDURA	ARDEX ENDURA INDIA PVT LTD.
		MAPECOAT L24	MAPEI CONSTRUCTION PRODUCTS INDIA P LTD.
		NEROLAC	NEROLAC
		SUN EPOXY PAINT	SUNANDA SPECIALITY COATINGS PVT LTD.
81	Epoxy Coating	BASF	BASF INDIA LTD.
		FOSROC	FOSROC LTD
		LATICRETE	MYK LATICRETE INDIA
		ARDEX ENDURA	ARDEX ENDURA INDIA PVT LTD.
		MAPECOAT DW25	MAPEI CONSTRUCTION PRODUCTS INDIA P LTD.
		FERROUS CRETE	FERROUS CRETE (INDIA) PVT.LTD
		SUN EPOXY PAINT	SUNANDA SPECIALITY COATINGS PVT LTD.
82	Silicon Coating	DOW CORNING	DOW CORNING INDIA
		BASF	BASF INDIA LTD.
		GE	GE SILICONES
		WACKER	WACKER SILICONES
83	Interlocking concrete paver blocks	DAZZLE	DAZZLE DESIGNER TILES PVT LTD.
		ULTRA	ULTRA TILES PRIVATE LTD
		SHREE	SHREE BHARAT PAVER BLOCKS
		HINDUSTAN TILES	HINDUSTAN TILES,RANCHI, PUNE
		VYARA TILES	VYARA TILES PVT LTD. / SURAT
		NITCO (ROCKARD)	NITCO
		BHARAT (NILSAN)	BHARAT
		REGENCY	REGENCY
		BASANT BETONS	BASANT BETONS

84	Solar Studs / Median markers	3M	3M SCIENCE
		AVERY DENNISON	AVERY DENNISON INDIA PVT. LTD.
		NIKKALITE	NIPPON CARBIDE INDUSTRIES (USA)
85	Polycarbonate convex mirrors, rubberized road hump	UNIQUESAFETY SOLUTIONS	UNIQUE SAFETYSOLUTIONS
86	Mirror	MODI GUARD	GUJARAT GUARDIAN LTD
		SAINT GOBAIN	SAINT GOBAIN GLASS INDIA LTD.
		AIS MIRROR	ASAHI INDIA GLASS LTD
		ATUL	ATUL GLASS INDUSTRIES LTD.
87	Vitreous Commodes /Washbasin	HINDWARE	HSIL LTD
		ROCA	ROCABATH ROOM PRODUCTS
		PARRYWARE	ROCA BATH PVT LTD.
		KOHLER	KOHLER WORLD WIDE
		CERA	CERA SANITARY WARE LTD
		JAQUAR	JAQUAR GROUP
		BATHSENSE	ASIAN PAINTS
88	Flushing Cistern	PARRYWARE	ROCA BATH PVT LTD.
		KOHLER	KOHLER WORLD WIDE
		HINDWARE	HSIL LTD
		CERA	CERA SANITARY WARELTD
		JAQUAR	JAQUAR GROUP
		BATHSENSE / TECE	ASIAN PAINTS LTD
89	SWR PVC Pipes and Fittings	SUPREME	SUPREME INDUSTRIES LTD
		ASTRAL	ASTRAL POLYTECHNIKLTD
		FINOLEX	FINOLEX INDUSTRIES LTD
		FLOWGUARD	ASHIRWAD PVC PIPES
		PRINCE	PRINCE PIPES ANDFITTINGS LTD
		TRUFLOW	HSIL LTD OF HINDWARE
		D.E.C	D.E.CINDUSTRIES PVT LTD
90	Stainless Steel KitchenSink	JHONSON	PRISON JHONSON LTD.
		DIAMOND	PHEONIX APPLIANCES PVT LTD.
		JINDAL	CENTUARY POLYTECH
		NILKANTH	NILKANT

		NIRALI	JYOTI (INDIA) METAL INDUSTRIES PVT LTD
		HINDWARE	HSIL LTD.
		SILVER SHINE	BLUE STONE SANITARY INDUSTRIES PVT LTD.
		JOYNA	JOYNA
		NAVKAR	SHRI NAVKARMETALS LTD.
		FRANKE	FRANKE INDIA LTD.
		FUTURA	FUTURA KITCHEN SINKS INDIA PVT LTD.
91	Centrifugally Caste (Spun) Iron Soil Pipes	NECO	JAYASWAL NECO LTD.
		SKF BRAND	SKF INDUSTRIES
		HEPCO	HEPCO
		BENGAL IRON CORPORATION	BENGAL IRON CORPORATION
		NECO	JAYASWAL NECO LTD.
		RPMF	RAJ PATTERN MAKERS AND FOUNDERS PVT LTD.
		HIF	M/S. BABULAL BAJAJ IRON FOUNDRY
92	PE-AL-PE Composite pipes	KITEC	KITEC INDUSTRIES (INDIA) PVT LTD.
93	GI Pipes	TATA	TATA STEEL LTD.
		ZENITH	ZENITH BIRLA (INDIA) LTD.
		HISSAR	HISSAR
		JINDAL	JINDAL PIPES LTD.
		APOLLO	APL APOLLO
94	GI Pipes Fittings	ZOLOTO	ZOLOTO INDUSTRIES
		UNIK	UNIK MALLEABLES
		HB	HB INDUSTRIES
		ICS	SGREE SAMARTH MANAGING DIRECTORS
95	Water Supply Valves	ZOLOTO	ZOLOTO INDUSTRIES
		LEADER	LEADER VALVES LTD.
		ARCO	ARCO VALVES PVT LTD
		NANDA	NANDA MILLER COMPANY
96	CPVC Pipes and Fittings	SUPREME	SUPREME INDUSTRIES LTD
		FINOLEX	FINOLEX INDUSTRIES LTD
		ASTRAL	ASTRAL POLYTECHNIK LTD

		PRINCE	PRINCE PIPES ANDFITTINGS LTD
		TRUFLOW	HISL LTD OF HINDWARE
		BIRLA AEROCON	HIL LTD
		ASHIRWAD	ASHIRWAD PVC PIPES
		FLOWGUARD	FLOWGUARD
		D.E.C	D.E.C INDUSTRIESPRIVATE LTD
		JAIN	JAIN - _____ SYSTEMS LTD
97	PVC/ HDPE Water Storage Tanks	VECTUS	VECTUS INDUSTRIES LTD
		SUPREME	SUPREME INDUSTRIESLTD
98	DI Pipes	ELECTROSTEEL	ELECTROSTEEL
		JINDAL	JINDAL
		TATA DUCTURA	TATA DUCTURA
		KAPILANSH	KAPILANSH
		KESHORAM	KESHORAM
99	DI fittings	ELECTROSTEEL	ELECTROSTEEL
		JINDAL	JINDAL
		TATA DUCTURA	TATA DUCTURA
		KAPILANSH	KAPILANSH
		KESHORAM	KESHORAM
100	Water fixtures like showerpanels Supply bibcock,	JAQUAR	JAQUAR GROUP
		PARRYWARE	ROCA BATHROOM PRODUCTS PVT. LTD
		METRO	METRO SANITATIONSPVT. LTD
		WATERMAN	KEWAL BROTHERS
		SEIKO	SEIKO SANITATIONS
		PRAYAG	PRAYAG POLYMERS PVT LTD.
		KINGSTON	KINGSTON BRASS INDIA
		JOHNSON	PRISM JOHNSON LTD
		MARC	MARK SHOWERS
		HINDWARE	HSIL LTD.
		ESS ESS/BATHSENSE /ROYAL ASIAN PAINTS	ASIAN PAINTS
101	Air Release Valve	KIRLOSKAR	KIRLOSKARBROTHERS LTD.
		RBM	AFS LTD
		KARTAR	KARTAR VALVES PRIVATE LTD.
102	CentrifugallyCaste (Spun) Iron	LANCO / SRIPIPES	ELECTROSTEELCASTINGS LTD.
		JINDAL	JINDAL SAW LTD
		KESHORAM	KESORAM INDUSTRIESLTD

		ELECTROSTEEL	ELECTROSTEEL CASTINGS LTD.
103	Spun Cast Iron Fittings	NECO	JAYASWAL NECO LTD.
		KARTAR	KARTAR VALVES PRIVATE LTD.
		ELECTROSTEEL	ELECTROSTEELCASTINGS LTD.
		KAPILANSH CENTRIFUGAL	KAPILANSH DHATUUDYOG (P) LTD.
		SKF BRAND	SINGHALIRON FOUNDRY PVT LTD
104	CI double flange sluicevalve	KIRLOSKAR	KIRLOSKAR BROTHERSLTD.
		RBM	AFS LTD
		KARTAR	KARTAR VALVES PRIVATE LTD.
		IVS	INDIAN VALVES PRIVATE LTD.
		ZOLOTO	ZOLOTO INDUSTRIES
		BURN	BURN
		LEADER	LEADER VALVES LTD.
105	CI double flanged nonreturn valve	Kirloskar	Kirloskar Brothers Ltd.,
		Fluidtech	Fluidtech
		Zoolto	Zolota Industries
106	Gun metal Valves	Zolto	Zolota Industries
		Leader	Leader valves Ltd.
		Sant	Sant valves Pvt Ltd
		Audco	L&T Valves
107	PTMT/PVC water supply, sanitary fittings, bib cocks, pillar cock, Angle valve, etc.	PEARL	Precision Products
		Prayag	Prayag Polymers (P) Ltd
		Supreme	Supreme Industries
108	RCC Pipes	Indian Hume Pipe	Indian Hume Pipe Ltd.,
		Madurai spun pipe	Madurai spun pipe company
		Lakshmi Sood & Sood	Lakshmi Sood & Sood Pipe Co.
		Jain & Co	Jain spun pipes Co.,
109	CI Manhole cover	Neco	Jayaswal Neco Ltd.
		HEPCO	Binay Udyog Pvt. Ltd.
		BIC	Bengal Iron corporation
110	SFRC Cover and grating	KK	KK Manhole and gratings Co Pvt Ltd.,
		Advent	Advent concrete vision
		Kutty	Kutty Industries
		Nu-TEC	Nu-Tech concrete products (P) Ltd,
		DEC	DEC I & P India Pvt.Ltd.
111	Plastic EncapsulatedFoot Rest	KK India	KK Manhole and gratings Co Pvt Ltd.
		KGM	KGM Exports

		Accurate Buildcon	Accurate Buildcon company
112	Spun cast iron covers & gratings	Neco	Jayaswal Neco Ltd
		Jagannath	Sri Jagannath Iron Foundry Pvt. Ltd.
		Kapilansh Centrifugal	KapilanshDhatuUdyog (P)Ltd.
		SKF brand	SINGHALIRON FOUNDRY Pvt. Ltd.
113	Aluminium doors/windows sections	Hindalco	Hindalco Industries Ltd.,
		jindal	jindalAluminum Ltd.,
		Padmavathi Extrusion	Padmavathi Extrusion Private Ltd.
		Hyd	Hydro Extrusion
		Omalco Extrusion	Omalco Extrusion Pvt. Ltd.
		Bhoruka	BhorukaAluminum Ltd.,
		Indal	Indian Aluminum Ltd.,
114	Aluminum systems/Anodisedaluminum fittings for doors/windows	Define	Define Overseas Pvt. Ltd.
		Schueco	Schueco India Pvt. Ltd.,
		Bhoruka	BhorukaAluminium Ltd.,
		Kawneer	Kawneer India
		Hardima	Hardima sales corporation
		Everite	Everite Agencies
		Jyothi	Jyothi Industries
		Sigma	Sigma Corporation
115	Friction stay hinges	Earl Bihari	Earl Bihari Pvt. Ltd.
		KINLONG	Kinlong Industries
116	EPDM Gaskets	Anand	Anand NVH products (P)Ltd.,
		Roop	Roop Polymers Ltd.,
		Bohra	Bohra rubber Pvt Ltd.,
		Hanu	Hanu Industries
		Ame Rubber	Ame Rubber Industries Pvt Ltd.
117	Silicon Gaskets	Sree Gaurav	Sree Gaurav Rubber products
118	Masking Tapes	3M	3M
		Sun	Sun
		Wonder polymer	Wonder Tape Industries
		Roop	Roop Polymers Ltd.
119	Water proofing compound	Fosroc	Fosroc India
		Ferrous Crete	Ferrous Crete(India) Pvt. Ltd.
		Sika	Sika India
		MYK Schomburg	MYK Arments range of products

		Penetron	Penetron India Pvt.Ltd.
		Dr. Fixit	Pidilite Industries
		Accoproof	ACC Cements Ltd.
		Ardex Endura	Ardex Endura (India) Ltd
		Alchemica	Alchemica Ltd.
		Smart Care	Asian Paints
		Cementmix Plus/ AdvancedLatex Plus	Berger Paints
		Shalplast LW+	STP Ltd
		Mapecure AS/Mapecure E30/Mapecure ASE	M/s MAPEI Constructions Product India Pvt. Ltd.
120	Membrane Water proofing system	BASF	BASF India Ltd.,
		Ferrous Crete	Ferrous Crete (India) Pvt.Ltd.
		STP Ltd	Shalimar Tar Products
		MYK Schomburg	MYK Arments range of products
		Asian paints	Smart Care Water Proofing products
		Dr. Fixit	Pidilite Industries
		Alchemica	Alchemica Ltd.
		Ardex Endura	Ardex Endura ltd
		Hydro tech	Hydro tech Ltd
		Mapeplan TU S20/ Planiseal88/Planiseak 288	M/s MAPEI Constructions Product India Pvt. Ltd.
		Elasto roof PU/Sunroof PU/Sunkote	Sunanda Speciality Coatings Pvt.Ltd
121	Chemical water proofing system	BASF	BASF India Ltd.,
		Ferrous Crete	Ferrous Crete (India) Pvt.Ltd.
		MC-Bauchemie	MS-Bauchemie India Ltd.,
		Sika	Sika India
		Sunanda speciality coating	Sunanda specialitycoatingPvt Ltd.
		Perma construction Aid	Perma Construction Aid Pvt Ltd
		Fosroc	Fosroc India
		Dr. Fixit	PidiliteIndustires
		Smart Care	Asian Paints
		Latexshield 2K/ TankshieldPW	Berger Paints

122	Water stops	Hydrotite	Sika India
		BASF	BASF India Ltd.,
		Dr. Fixit	Pidilite Industries
		Ardex Endura	Ardex Endura Ltd
		Ferrous Crete	Ferrous Crete (India) Pvt.Ltd.
		Hydroswell	Sika India
		Smart Care	Asian Paints
123	Aluminium composite panels	Alucobond	3A Composites India Pvt.Ltd.
		Eurobond	M/S Euro panel products Pvt. Ltd.
		Aludecor	M/S Aludecor Lamination Pvt. Ltd.
		Reynobond	Reynobond
		Alpolic	Alpolic
		Alstrong	Alstrong
124	PVC Perforated Pipes	Rex Polyextrusion	Rex Polyextrusion Ltd
		Akash Enterprises	Akash Enterprises
		Zenplas Pipes	Zenplas Pipes Pvt. Ltd.
		Supreme	Supreme Industries
125	Play Equipment	Koochie Play	Koochie Play Systems Pvt. Ltd.
		Playworld Systems	Playworld Systems India
126	Structural Sealant	Dow corning	Dow corning India
		Wacker	Wacker Silicones.
		GE	GE Silicones
		STP Ltd.	Shalimar Tar Products
		Asian paints	Smart Care Sealant
		Fosroc	Fosroc India
		BASF	BASF India Ltd.
127	Poly-sulphide sealant	Dr. Fixit	Pidilite Industries Ltd
		Ferrous Crete	Ferrous Crete (India) Pvt.Ltd.
		MYK Schomburg	MYK Arments range of products
		Pidilite	Pidilite Industries
		STP Ltd.	Shalimar Tar Products
		Fosroc	Fosroc India
		Techseal	Choksey Chemical Pvt. Ltd,
		Smart Care	Asian Paints
128	Bitumen Impregnated Board	Shalitek	Shalimar Tar Products
129	Polyethylene backer rod	Supreme	Supreme Industries
130	Epoxy	Fosroc	Fosroc India

		Ferrous Crete	Ferrous Crete (India) Pvt. Ltd.
		Shalibons	Shalimar Tar Products
		Asian paints	Asian Paints
		Ardex	Ardex Endura (India) Pvt.Ltd.
131	Weather Silicon makeandgrade	Dow corning	Dow corning India
		Momentive (GE)	GE Silicones
132	GRC Jali	Terrafirma	Terrafirma GRC Industries
		Ecovision	Ecovision Industries Pvt. Ltd.
		Mahesh GRC	Mahesh Prefab Pvt Ltd.,
133	Air transfer grills	Cool grills	Cool grills, Pune
		Systemair India	Systemair India Pvt. Ltd.,
134	Readymade/ GypsumPlaster	Ferrous Crete	Ferrous Crete (India) Pvt.Ltd.
		Gyproc Cute 100	Gyproc India
		Ultratech	Ultratech cements Ltd.
135	Steel Windows/ Pressed Steel Frames	Madhu Industries,	Madhu Industries, SanHarvic, NCL
		San Harvic,	San Harvic
		NCL	NCL Industries
136	PVC Flooring	LG Hausys	LG Hausys
		Ger flor	Gerflor flooring
		Armstrong	Armstrong World Industries
137	Grass Paver	Unistone	Unistone
		Ultra	Ultra Ltd.
138	FRP Door Frames & Shutter	Meena Fibre Glass,	Meena Fibre Glass
		Duroplast	Duroplast extrusion Pvt Ltd
		Cactus	Cactus
		Polyline.	Poluline
		JAYNA	Jain Wood Industries
		JAIN	Jain Doors Pvt Ltd
139	Nom Metalic Floor Surface Hardeners	Ironite	Ironite
		Hardonite,	Hardonite
		FOSROC	Fosroc India
		SIKA	SIKa India
		BASF	BASF India Ltd.,
		CICO	CICO Technologies Ltd.,
		Pidilite	Pidilite Industries Ltd,
140	PU Enamel Metallic Paints on MS Structure & Epoxy Paints (Premium	SKK	SKK Ltd.
		Akzonobel	Akzonobel

	Quality)	Asian	Asian Paints
		Berger,	Berger paints India Ltd.
		MRF	MRF Paints
141	Rockwool/Glasswool insulation	Twigafiber	Twigafiber glass Ltd.
		Llyod Insulation	Llyod Insulation Ltd.
		Supreme	Supreme Industries ltd
142	Actactic Polypropylene (APP) Modified Water proof Membrane	STP	Shalimar Tar Products
		Ferrous Crete	Ferrous Crete (India) Pvt.Ltd.
		Bitumat Co. Ltd,	Bitumat Co. Ltd
		Pidilite	Pidilite Industries Ltd,
		Ardex Endura	Ardex Endura
		Hydrotech Ltd.	Hydro tech Ltd
		Smart Care	Asian Paints
		Proshield	Berger Paints
		IWL India Limited	IWL India Limited
143	Structural Glazing	Modi,	Modi Guard
		Saint Gobain	Saint Gobain Glass India Ltd.
		Asahi,	Asahi India glass Ltd
		Glaverbel	Glaverbel India
144	Sensor Based Auto Flush Systems	AOS Systems,,	AOS Systems
		TOTO	TOTO Ltd
		Parryware,	Parryware
		Hindware,	HSIL Ltd
		Grohe,	Grohe
		Jaquar	Jaquar Group
		Kochier	Kochier
145	Float Valve (Ball Valve)	Prayag,	Prayag Polymers (P) Ltd
		Leader,	Leader valves Ltd.
		Zoloto,	Zolota Industries
		IBP	IBP Industries
		Arco	Arco valves Pvt. Ltd.,
146	Spider Patch Fittings for Structural Glazing	Dorma,,	Dormakaba India Pvt. Ltd
		Sevax	Saint Gobain Glass India Ltd.
		Kich	Kich India
		Ozone	Ozone Ltd
		Hafele	Hafele Ltd
147	Multi Walled Poly	Danpalon	Danapal Light architecture

	carbonateRoofing Sheets	Lexan GE	GE Lexan
148	Adhesive for AAC Block/Tiles	Ultratech	Ultratech cements Ltd.
		Ardex Endura/Gold Star	Ardex Endura
		Ferrous Crete	Ferrous Crete (India) Pvt.Ltd.
		Smart Care Tile Adhesive	Asian Paints
		Tile Adhesive Plus	Berger Paints
149	Aluminium Formwork	MFE(MIVAN)	MIVAN
		S-Form	S-Form
		MFS	MFS
150	EPDM Water ProofingMembrane	Smart Care	Asian Paints
		Ferrous Crete	Ferrous Crete (India) Pvt.Ltd.
		Pidilite	Pidilite Industries
		STP	Shalimar Tar Products
		Fosroc	Fosroc India
151	PU Coating (UV Resistant Liquid AppliedCoating)	Smart Care	Asian Paints
		Pidilite	Pidilite Industries
		BASF	BASF
		Fosroc	Fosroc India
		SIKA	SIKA India
		PU Roof koat	Berger Paints
152	Polyurea Ultroh	Smart Care/Ferrous Crete	Asian Paints
		Ferrous Crete	Ferrous Crete (India) Pvt.Ltd.
		BASF	BASF
		SIKA	SIKA India
		Pidilite	Pidilite Industries
153	Modular Kitchen / Wardrobes/Hardware and Accessories	Sleek	Asian Paints
		Godrej	Godrej & Boyce Co.
		Spacewood	Spacewood
		Evoke	Evoke
154	High end Exterior Textures	Allura/Graniza Range	Asian Paints
		SKK Brand	SKK Ltd.
		Berger	Berger paints India Ltd.
155	Acrylic Exterior Textures	Asian paints	Asian Paints
		Berger	Berger paints India Ltd.
		Akzonobel	Akzonobel

		Ebco	Ebco
		Neroloc	Nerolac Paints Ltd
156	Puff Insulations	Smart Care	Asian Paints
		Llyod Insulation	Llyod Insulation (India) Ltd.
		Fosroc	Fosroc India
		BASF	BASF
		Pidilite	Pidilite Industries Ltd.
		Supreme	Supreme ltd
157	GP Grout	Ferrous Crete	Ferrous Crete (India) Pvt.Ltd.
		Asian paints	Smart Care SC GP GroutGrey
		BASF	BASF
		Pidilite	Pidilite Industries Ltd.
		Care	Care
		Mapefill GPIN	MAPEI ConstructionProducts India P Ltd.
		SIKA	SIKA India
		Smart Care SC GP Grout Grey	Asian Paints
		Homeshield SupergROUT	Berger Paints
		TEEMAX GROUT TP-1	M/s Teemage Builders (P)Ltd
158	Galvalume sheet for roofing, cladding, Sandwich panel	Llyod Metal Craft	Llyod Insulations.
		Tata Blue Scope	Tata Blue Scope
		Bhushan	Bhushan steel
		JSW	JSW
		Essar	Essar group
159	Mechanical coupler for Reinforcement	Dextra	
		Sanfield	Sanfield India Ltd
160	GRP/SMC PANEL Tank(New Product in their Performance is yet to be established.)	PIPECO Tanks	PIPECO Tanks
		FLOSTO Tanks	Devi Polymer Pvt. Ltd. Chennai
		VIVANTA	VIVANTA Enterprises, Mumbai
		AMITEX	AMITEX Enterprises, Delhi
161	Lifts	OTIS	M/s. OTIS Elevator Company (India) Ltd.
		EMPEROR	M/s. SWIFT Engineering
		JOHNSON & JOHNSON	M/s. Johnson Lifts Pvt Ltd.
		KONE	M/s.KONE Elevator India Pvt. Ltd.

162	UPVC pipes and fittings	FINOLEX	M/s.FINOLEX INDUSTRIES Ltd.
		JAIN	M/s. JAIN- SYSTEM Ltd.,
		SUPREME	M/s.SUPREME INDUSTRIES
		NANDI	M/s.NANDI PIPES
163	Submersible Pumps	TEXMO	M/s.AQUA GROUP (AQUATEX)
		KSB	M/s.KSB PUMPS
		TARO	M/s.TEXMO INDUSTRIES
		KIRLOSKAR	M/s.KIRLOSKAR BROTHERS Ltd
		GRUNDFOS	M/s.GRUNDFOS PUMPS INDIA (P) LTD.
164	Centrifugal Pumps	JYOTHI	M/s.JYOTHI Ltd
		KIRLOSKAR	M/s.KIRLOSKAR BROTHERS Ltd
		BEACON	M/s.BEACON INDUSTRIES Pvt. Ltd
		GRUNDFOS	M/s.GRUNDFOS PUMPS INDIA (P) LTD.
165	Genset	KIRLOSKAR	M/s.KIRLOSKAR OIL ENGINES (KOEL) Ltd
		LEYLAND	M/s.ASHOK LEYLAND
		RUSTON	M/s.RUSTON & HORNS BY MANAGING DIRECTORING COMPANY
		GREAVES COTTON	M/s.GREAVES COTTON Ltd
		CUMMINS	M/s.CUMMINS INDUSTRIES
166	Water Meter	DASMESH	M/s.DASMESH MANAGING DIRECTORING WORKS
		DARVESH	M/s.DARVESH MANAGING DIRECTORING WORKS
		NBESON	M/s.NBESON MANAGING DIRECTORING WORKS
		AQUAMET	M/s.ZERMER AQUAMET INDIA Pvt. Ltd
		APOLLO	M/s.APOLLO METERS Pvt. Ltd
167	CI Pipe & fittings	ELECTROSTEEL	ELECTOSTEEL CASTINGS LTD
		SRIPIPES	SRI PIPES / ECL
		JINDAL	JINDAL SAW LTD
		ELECTROTHERM	ELECTROTHERM INDIA LTD.
168	Panel Board-Switch Breaker, Ammeter, Voltmeter	L&T	L&T ELECTRICAL & AUTOMATION, MUMBAI
		SIEMENS	SIEMENS LTD
		CG	CROMPTON GREAVES CONSUMER ELECTRICALS LTD

		STANDARD	STANDARD – HAVELLS INDIA LTD, STANDARD ELECTRICALS
169	Power Capacitor	CG	CROMPTON GREAVES CONSUMER ELECTRICALS LTD.
		L&T	L&T ELECTRICAL & AUTOMATION
		SIEMENS	SIEMENS LTD.
170	Fully Automatic Star Delta Starter	L&T	L&T ELECTRICAL & AUTOMATION
		BHARATCUTLER HAMMER	BCH ELECTRIC LTD
		SIEMENS	UNITEC MANAGING DIRECTORING LTD.
171	Fully Automatic Transformer Starter	JYOTHI	JYOTHI LTD
		KILBURN	KILBURN TRANSFORMER LTD
		UNILEC	UNITEC MANAGING DIRECTORING LTD
172	UG Cables	FINOLEX	FINOLEX INDUSTRIES LTD
		PARAGON	PARAGON CABLES & WIRES HARYANA
		SUNCAB	SUNCAB POWER CABLES LTD
		EMPIRE	EMPIRE CABLE INDUSTRIES (P) LTD, DELHI
173	Horizontal split casing pump	JYOTHI	JYOTHI LTD
		KIRLOSKAR	KIRLOSKAR BROTHERS LTD
		BEACON	BEACON INDUSTRIES PV. LTD
		GRUNDFOS	GRUNDFOS PUMPS INDIA (P) LTD, CHENNAI
174	Genset Battery	AMCO	AMCO BATTERIES LTD
		STANDARD	STANDARD BATTERIES LTD
		EXIDE	EXIDE INDUSTRIES LTD
		DAGENITE	DAGENITE BATTERIES
		AMARON	AMARA RAJA ENERGY & MOBILITY LTD (AREMC)
175	Change over switches	STANDARD	
		HAVELLS	HAVELLS INDIA LTD
		KUNDAN	KUNDAN CAB
		GEM	GEM
176	CI/DI Motorised valve	AVK	AVK VALVES INDIA PVT. LTD
		VAG	VAG VALVES INDIA PVT. LTD

Note: In case make of any equipment or material is not specified in the NIT, the decision of the Managing Director in this regard will be final.

1. Equivalent material and finished of any other specialized make may be used on written request of the contractor, in case of an unavoidable circumstance and also if it is established that the brands specified above are not available in the market, after written approval of the alternate brand by the Managing Director. This substitution shall be subject to cost adjustment in case the substituting brand is available at a cheaper rate in the market than those mentioned herein above.

2. In addition, above brands

wherever applicable, should have a valid and active BIS certificate on the date of supply for the work.

3. Other brands not included in the above list but having BIS certificate on the date of supply for the work shall only be allowed against note (1) above.

Equivalent materials and finished of any other specialized make may be used, in case it is established that the brands specified above are not available in the market but only after approval of the alternate brand by the Managing Director.

**PROFORMA OF SCHEDULES
SCHEDULE-A
SCHEDULE OF QUANTITIES**

Name of Work: Repair and Restoration Works in Toilet Blocks for Gents and Ladies (Blending and Bottling Staff) and R.O Water Treatment Plant including Providing Foot Path to Toilet Blocks in Puducherry Distilleries Ltd., Puducherry							
NIT No.: PDL/ ABBU/ CIVIL/ 01/ 2024-25							
Name of Division: Puducherry Distilleries Ltd., Puducherry							
Sl. No.	PSR Code No.	Description of Item	Quantity	Rate	Per Unit	Rate	Amount
1	2.3.2C	Clearing and grubbing road land including uprooting rank vegetation, grass, bushes, shrubs, saplings and trees girth upto 300mm, removal of stumps of trees cut earlier and disposal of unserviceable materials and stacking of serviceable material to be used or auctioned, upto a lead of 1000m including removal and disposal of top organic soil not exceeding 150mm in thickness - by mechanical means in area of light jungle.	1.00 Hectare	28700.65	Hectare	28700.65	28701
2	2.6.1	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5m in width as well as 10sqm on plan) including getting out and disposal of excavated earth, lead up to 50m and for all lift as per direction of Engineer-in-charge by in charge - all kinds of soil	22.00 Cum	189.77	Cum	189.77	4175

3	2.25	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50m and lift up to 1.5m.	22.00 Cum	169.88	Cum	169.88	3738
4	2.27	Supplying and filling in plinth with sand under floors including, watering, ramming consolidating and dressing complete.	5.00 Cum	2639.63	Cum	2639.63	13196
5	4.1.2	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - all work up to plinth level - 1:1.5:3 (1 cement: 1.5 fine aggregate: 3 graded stone aggregate 20mm nominal size)	6.00 Cum	8067.15	Cum	8067.15	48442
6	4.1.10	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - all work up to plinth level - 1:5:10 (1 cement 5 fine aggregate: 10 graded stone aggregate 40mm nominal size)	8.00 Cum	6243.89	Cum	6243.89	49927
7	4.1.11A	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering - all work upto plinth level - 1:5:10 (1 cement: 5 fine aggregate: 10 graded brick aggregate 40mm nominal size)	6.00 Cum	5521.89	Cum	5521.89	33150
8	5.3	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15degree landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level up to floor five level excluding the cost of centering,shuttering,	4.00 Cum	10972.18	Cum	10972.18	43936

		finishing and reinforcement, with 1:1.5:3 (1 cement: 1.5 fine aggregate: 3 graded stone aggregate 20mm nominal size)					
9	5.9.3	Centering and shuttering including strutting, propping etc and removal of form for - Suspended floors, roofs, landings, balconies and access platform	6.00 Sqm	910.76	Sqm	910.76	5465
10	5.9.5	Centering and shuttering including strutting propping etc and removal of form for - Lintels, beams, plinth beams, girders, bressumers and cantilevers	27.00 Sqm	719.54	Sqm	719.54	19429
11	5.22A.6	Steel reinforcement for R.C.C.work including straightening, cutting, bending, placing in position and binding all complete above plinth level - Thermo - Mechanically Treated bars Fe - 500D or more	500.00 Kg	114.36	Kg	114.36	57180
12	6.1.1	Brick work with common burnt clay F.P.S. (nonmodular) bricks of class designation 3.5 in foundation and plinth in - cement mortar 1:4 (1 cement: 4 fine aggregate)	12.00 Cum	9222.60	Cum	9222.60	110708
13	6.4.2	Brick work with FPS bricks of class designation 3.5 in superstructure above plinth level up to floor V level in all shapes and sizes in cement mortar 1:6 (1 cement: 6 coarse sand)	8.00 Cum	10661.35	Cum	10661.35	85328
14	15.3	Demolishing R.C.C work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in charge.	8.00 Cum	3454.76	Cum	3454.76	27640
15	15.2.2	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer-in-charge. -	18.00 Cum	1411.93	Cum	1411.93	25413

		Nominal concrete 1:4:8 or leaner mix (including equivalent design mix)					
16	15.7.4	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge in cement mortar	13.00 Cum	1903.69	Cum	1903.69	24744
17	15.17.2	Dismantling steel work in single sections including dismembering and stacking within 50 metres lead in - channels, angles, tees and flats	120.00 Kg	2.22	Kg	2.22	266
18	15.12.1	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead -of area 3 sq.metres and below	7.00 Nos	383.14	Each	383.14	2682
19	15.14.1	Dismantling wood work in frames, trusses, purlins and rafters up to 10 metres span and 5 metres height including stacking the material within 50 metres lead - of sectional area 40 square centimetres and above	0.30 Cum	4434.37	Cum	4434.37	1336
20	22.7.1	Providing and laying integral cement based water proofing treatment including preparation of surface as required for treatment of roofs, balconies, terraces etc consisting of following operations : - a) Applying a slurry coat of neat cement using 2.75 kg / sqm of cement admixed with waterproofing compound conforming to IS: 2645 and approved over the RCC slab including adjoining walls up to 300 mm height including cleaning the	62.00 Sqm	1623.84	Sqm	1623.84	100681

		<p>surface before treatment -</p> <p>b) Laying brick bats with mortar using broken bricks / brick bats 25 mm to 115 mm size with 50% of cement mortar 1:5 (1 cement: 5 fine aggregate) admixed with water proofing compound conforming to IS : 2645 and approved over 20mm thick layer of cement mortar of mix 1:5 (1 cement: 5 fine aggregate) admixed with water proofing compound conforming to IS:2645 and approved to required slope and treating similarly the adjoining walls up to 300mm height including rounding of junctions of walls and slabs - c) after two days of proper curing applying a second coat of cement slurry using 2.75 kg/ sqm of cement admixed with water proofing compound conforming to IS: 2645 and approved - d) Finishing the surface with 20mm thick jointless cement mortar of mix 1:4 (1 cement: 4 fine aggregate) admixed with water proofing compound conforming to IS: 2645 and approved including laying glass fibre cloth of approved quality in top layer of plaster and finally finishing the surface with trowel with neat cement slurry and making pattern of 300x300 mm square 3 mm deep - e) The whole terrace so finished shall be flooded with water for a minimum period of two weeks for curing and for final test . All above operations to be done in order and as per direction of Engineer-in-charge and specified - with average thickness of 120mm and minimum thickness at</p>					
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		khurra as 65 mm					
21	12.15.1	Painting top of roofs with bitumen of approved quality @ 17kg per 10 sq.m impregnated with a coat of fine aggregate at 60cudm per 10 sq.m including cleaning the slab surface with brushes and finally with a piece of cloth lightly soaked in kerosene oil complete - with residual type petroleum bitumen of grade VG-10	62.00 Sqm	187.15	Sqm	187.15	11604
22	12.22	Making khurras 45x45cm with average minimum thickness of 5 cm cement concrete 1:2:4 (1 cement: 2 fine-aggregate: 4 graded stone aggregate of 20mm nominal size) over P.V.C. sheet 1m x1m x 400 microns, finished with 12 mm cement plaster 1:3 (1cement: 3 fine aggregate) and a coat of neat cement, rounding the edges, making and finishing the outlet complete	5.00 Nos	332.13	Each	332.13	1661
23	10.5.2	Providing and fixing 1mm thick M.S.sheet door with frame of 40x40x6 mm angle iron and 3mm M.S.gusset plates at the junctions and corners, all necessary fittings complete, including applying a priming coat of approved steel primer - Using flats 30x6 mm for diagonal braces and central cross piece	3.00 Sqm	5525.42	Sqm	5525.42	16576
24	10.25.2	Steel work welded in built up sections/ framed work, including cutting,hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required - in gratings, frames, guard bar, ladder, railings, brackets,gates and similar works	190.00 Kg	172.32	Kg	172.32	32740

25	10.16.2	Steel work in built up tubular (round,square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete - hot finished seamless type tubes	600.00 Kg	195.70	Kg	195.70	117421
26	12.65.1	Providing & fixing at all heights, levels and locations colour finish Aluminium alloy roofing sheets of alloy IS designation 31500, temper Hx8 conforming to IS 737 and dimensions as per IS code 2676 with characteristics of good formability and corrosion resistance. The profile sheets shall be fixed to truss members in slope or required pitch or curvature with Hex cap headed self-drilling / tapping stainless steel screws M6, 50mm long with 3 mm EPDM seal washer etc. all inclusive of labour, scaffolding, T&P and sundries etc. complete as per direction of Engineer-in-charges.(Cost of truss/ frame work shall be paid separately) - 0.56mm, aluminiumColour coated troughed profile with center to center pitch of 200mm, depth of 32mm, overall profile width 1092 mm, cover width 1000mm	38.00 Sqm	1266.84	Sqm	1266.84	48141
27	13.2.1	15mm cement plaster on the rough side of single or half brick wall of mix - 1:4 (1cement: 4 fine aggregate)	120.00 Sqm	395.62	Sqm	395.62	47474
28	13.16.1	6mm cement plaster of mix: Cement mortar 1:3 (1 cement: 3 fine sand)	11.00 Sqm	283.27	Sqm	283.27	3116
29	13.91	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand	600.00 Sqm	22.44	Sqm	22.44	13464

		papering and preparing the surface smooth including necessary repairs to scratches etc.complete					
30	13.87.1	White washing with lime to give an even shade- Old work (two or more coats)	90.00 Sqm	20.35	Sqm	20.35	1832
31	13.109.1	Finishing walls with water proofing cement paint of required shade- Old work (one or more coats applied @ 2.20 kg /10 sqm) over priming coat of primer applied @ 0.80 litres/10sqm complete including cost of priming coat	215.00 Sqm	118.87	Sqm	118.87	25557
32	13.111.1	Finishing walls with Acrylic Smooth exterior paint of require shade - Old work (two or more coat applied @ 1.67 litre / 10 sqm) on existing cement paint surface	270.00 Sqm	115.62	Sqm	115.62	31217
33	13.61.1	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade - Two or more coats on new work	20.00 Sqm	155.51	Sqm	155.51	3111
34	17.1.1	Providing and fixing water closet squatting pan (Indian type W.C.pan) with 100 mm Sand Cast Iron P or S trap, 10 litre low level white P.V.C flushing cistern, including flush pipe with, manually controlled device (handle lever) conforming to IS: 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required. White Vitreous China Orissa pattern W.C.pan of size 580x440mm with integral type foot rests	6.00 Nos	6504.55	Each	6504.55	39027
35	17.3.1	Providing and fixing white vitreous china pedestal type water closet (European type) with seat and lid,10 litre low level white vitreous china flushing cistern & C.P.flush bend with fittings	1.00 No.	15288.45	Each	15288.45	15288

		& C.I. brackets, 40 mm flush bend, overflow arrangement with specials of standard make and mosquito proof coupling of approved municipal design complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required - W.C.pan with ISI marked white solid plastic seat and lid					
36	17.4.3	Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350 mm and 340x410x265mm sizes respectively with automatic flushing cistern with standard flush pipe and C.P. brass spreaders with brass unions and G.I.clamps complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required - Range of three urinal basins with 10 litre white P.V.C. automatic flushing cistern	8.00 Nos	13578.79	Each	13578.79	108630
37	17.7.7	Providing and fixing wash basin with C.I. brackets, 15mm C.P. brass pillar taps, 32 mm C.P.brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever required - white vitreous china flat back wash basin size 450x300 mm with single 15mm C.P. brass pillar tap	4.00 Nos	1977.48	Each	1977.48	7910
38	17.28.2.1	Providing and fixing P.V.C. waste pipe for sink or wash basin including PVC waste fittings complete - flexible pipe - 32mm dia	4.00 No.	70.79	Each	70.79	283

39	17.32.2	Providing and fixing mirror of superior glass (of approved quality) and of required shape and size with plastic moulded frame of approved make and shade with 6mm thick hard board backing - rectangular shape 453 x 357 mm	4.00 Nos.	1435.95	Each	1435.95	5744
40	17.73.2	Providing and fixing PTMT towel rail complete with brackets fixed to wooden cleats with CP brass screws with concealed fitting arrangement of approved quality and colour - 600 mm long towel rail with total length of 645 mm, 78 mm wide and effective height of 88mm, weighing not less than 190 gms	4.00 Nos.	816.60	Each	816.60	3266
41	17.78.1	Providing and fixing CP brass health faucet of approved quality - 15 mm nominal bore	1.00 No.	1084.12	Each	1084.12	1084
42	18.49.1	Providing and fixing C.P.brass bib cock of approved quality conforming to IS: 8931 - 15 mm nominal bore	7.00 Nos.	641.17	Each	641.17	4488
43	18.53.1	Providing and fixing C.P.brass angle valve for basin mixer and geyser points of approved quality conforming to IS: 8931- 15 mm nominal bore	11.00 Nos.	448.64	Each	448.64	4935
44	18.74.2	Providing and fixing unplasticised P.V.C. connection pipe with PTMetre nuts, collar, and bush of approved quality and colour - 15 mm nominal bore with 45cm length	11.00 Nos.	84.17	Each	84.17	926

45	18.7.1	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings including fixing the pipe with clamps at 1.00m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer-in-charge. Internal work - exposed on wall - 15mm nominal dia pipes	30.00Metre	311.91	Metre	311.91	9357
46	18.9.11	Providing and fixing ASTM pipes including all ASTM plain & brass threaded fittings i/c fixing the pipe with clamps at 1.00m spacing. This includes jointing of pipes & fitting with one step ASTM solvent cement and testing of joints complete (Internal work exposed on wall) - 20mm nominal outer dia pipes	25.00Metre	270.94	Metre	270.94	6774
47	18.9.12	Providing and fixing ASTM pipes including all ASTM plain & brass threaded fittings i/c fixing the pipe with clamps at 1.00m spacing. This includes jointing of pipes & fitting with one step ASTM solvent cement and testing of joints complete (Internal work exposed on wall) - 25mm nominal outer dia pipes	25.00Metre	289.43	Metre	289.43	7236
48	18.9.13	Providing and fixing ASTM pipes including all ASTM plain & brass threaded fittings i/c fixing the pipe with clamps at 1.00m spacing. This includes jointing of pipes & fitting with one step ASTM solvent cement and testing of joints complete (Internal work exposed on wall) - 32mm nominal outer dia pipes	10.00Metre	342.33	Metre	342.33	3423

49	19.33.1	Providing and fixing on wall/ column face unplasticed - PVC soil and waste pipes (type - B) conforming to IS: 13592-1992 including jointing with seal ring conformation to IS: 5382 leaving 10mm gap for thermal expansion - single socked pipes - 110mm diametre	20.00Metre	651.83	Metre	651.83	13037
50	19.33.1A	Providing and fixing on wall face/ column face unplasticised - PVC moulded fittings/ accessories for unplasticisd - PVC soil and waste pipes conforming to IS: 14735 - 1999 including jointing with seal ring conforming to IS: 5382 leaving 10mm gap for thermal expansion - Single tee with door - 110 x110x110 mm	4.00 Nos	392.05	Each	392.05	1568
51	19.33.1B	Providing and fixing on wall face/ column face unplasticised - PVC moulded fittings / accessories for unplasticisd - PVC soil and waste pipes conforming to IS: 14735 - 1999 including jointing with seal ring conforming to IS: 5382 leaving 10mm gap for thermal expansion - Single tee without door - 110 x110x110 mm	2.00 Nos	356.49	Each	356.49	713
52	19.33.1C	Providing and fixing on wall face/ column face unplasticised - PVC moulded fittings/ accessories for unplasticisd - PVC soil and waste pipes conforming to IS: 14735 - 1999 including jointing with seal ring conforming to IS: 5382 leaving 10mm gap for thermal expansion - Bend 110 mm	2.00 Nos	195.76	Each	195.76	392

53	19.33.2	Providing and fixing on wall / column face unplasticed - PVC soil and waste pipes (type - B) conforming to IS: 13592-1992 including jointing with seal ring conformation to IS: 5382 leaving 10mm gap for thermal expansion - single socked pipes - 75mm diametre	15.00 Metre	363.60	Metre	363.60	5454
54	19.33.2C	Providing and fixing on wall face / column face unplasticised - PVC moulded fittings / accessories for unplasticisd - PVC soil and waste pipes conforming to IS: 14735 - 1999 including jointing with seal ring conforming to IS: 5382 leaving 10mm gap for thermal expansion - Bend 75 mm	2.00 Nos	150.67	Each	150.67	301
55	8.10.2	Providing and fixing stone slab with table rubbed, edges rounded and polished, of size 75x50 cm deep and 1.8cm thick, fixed in urinal partitions by cutting a chase of appropriate width with chase cutter and embedding the stone in the chase with epoxy grout or with cement concrete 1:2:4 (1 cement: 2 fine aggregate : 4 graded stone aggregate 6mm nominal size) as per direction of Engineer-in-charge and finished smooth - Granite stone of approved shade	6.00 Sqm	3744.85	Sqm	3744.85	22469
56	9.124.1	Providing and fixing factory made PVC door shutter made of solid foam PVC profiles of thickness 5mm and 15mm at edges integrally extruded for vertical style and horizontal (top/bottom/lock) rails of minimum cross section of 70mm x 28mm, of shape and design as per manufacture's specification having	11.00 Sqm	3852.79	Sqm	3852.79	42361

		<p>homogenous fine cellular structure and smooth integral outer skin, inserted with G.I. "C" section/rectangular tube profile of minimum 0.30mm thickness with 120 gsm coating as stiffeners as per manufacturer's specification Mitred cut joints for styles and rails provided with telescopic polymeric "L" corners are jointed together using solvent adhesive and strengthened with fully threaded stainless steel screws (of required size) through reinforced stiffener with panelling of specified solid foam PVC board/ high pressure laminate of required thickness and of approved design and shade (matching the styles and rails), secured within styles and rails with specially designed solid foam PVC moulded beadings of required size using PVC solvent adhesive /cement. The finished door shutter including SS hardware, 1 no. ss sliding bolt 200x10mm, 1 no SS tower bolt 200x 10mm and 2 nos .SS handles 125mm, shall be fixed to frame with 3 nos. stainless steel hinges of minimum size 100x58x1.9mm and ss screws of required size complete as per direction of Engineer-in-charge (Cost of above hardware is inclusive in rates) - 5mm thick solid foam PVC panel of required size with moulded / extruded beading of appropriate design shape and size as per manufacturer's specification (to secure the panel insert tight in place within the style and</p>					
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		rails of shutter) matching the colour and shade of shutter frame. Non decorative type					
57	9.123	Providing and fixing factory made door frame (single rebate) made out of solid foam PVC extruded profile of minimum 60mm width and minimum 30mm thickness, having homogenous fine cellular structure and integral smooth outer skin. The frame's vertical and horizontal members to be mitered cut and joined together with PVC solvent adhesive / cement and both corners strengthened with fully threaded steel screws (of required size) fixed diagonally. The door frame is to be fixed to door jambs using 6 nos.SS 304 grade minimum 8mm dia CSK Phillips stainless steel self-tapping screws / fasteners with PA6 grade polyamide sleeves both of required size, and gap if any between the door frame and the jam must be filled with clear silicon, complete as per direction of Engineer-in charge	35.00Metre	624.27	Metre	624.27	21849
58	9.165.1A	Providing and fixing of 65mm Navatal lock of 6 levers etc complete	2.00 Nos	597.51	Each	597.51	1195
59	21.1.1.2	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS:733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e at top, bottom and sides with required EPDM	25.00 Kg	692.38	Kg	692.38	17310

		<p>rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, aluminium snap beading for glazing / panelling, C.P.brass/ stainless steel screws, all complete as per architectural drawings and the direction.(Glazing, panelling and dash fasteners to be paid for separately) - for fixed portion - Powder coated aluminium (minimum thickness of powder coating 50 micron)</p>					
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60	21.1.2.2	<p>Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS:733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, aluminium snap beading for glazing / panelling, C.P.brass/ stainless steel screws, all complete as per architectural drawings and the direction. (Glazing, panelling and dash fasteners to be paid for separately) - for shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber/ neoprene gasket required (fittings shall be paid for separately) - Powder coated aluminium (minimum thickness of powder coating 50 micron)</p>	16.00 Kg	802.85	Kg	802.85	12846
61	21.3.2	<p>Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber/ neoprene gasket etc. complete as per the architectural drawings and the direction. (cost of aluminium snap beading shall be paid in basic item) - with float glass panes of</p>	4.00 Sqm	1667.68	Sqm	1667.68	6662

		5.0 mm thickness					
62	16.100	Acid cleaning for the existing Mosaic floors, glazed tiles work and removing the stains and decays to give a glassy look etc complete (The Acid used shall be 32% concentrated hydrochloric acid after taking on the precautionary measures)	109.00 Sqm	127.35	Sqm	127.35	13881
							1418458

Certified that the NIT No. **PDL/ ABBU/ CIVIL/ 01/ 2024-25** contains **1 to 119** Pages.

Certified that the NIT No. **PDL/ ABBU/ CIVIL/ 01/ 2024-25** Contains **62** (Sixty-Two) items in the above Schedule of Quantities.

The NIT is approved for an amount of **Rs.14,18,458** (Rupees Fourteen Lakh Eighteen Thousand Four Hundred and Fifty-Eight only)

**Managing Director,
Puducherry Distilleries Ltd.,
Puducherry**

MAINABSTRACT

NameofWork:Repair and Restoration Works in Toilet Blocks for Gents and Ladies (Blending and Bottling Staff) and R.O Water Treatment Plant including Providing Foot Path to Toilet Blocks in Puducherry Distilleries Ltd., Puducherry.					
Name of Division:		Puducherry Distilleries Ltd., Puducherry			
NIT No.		PDL/ ABBU/ CIVIL/ 01/ 2024-25			
NameoftheContractor:					
Sl. No	Name ofcomponent	Estimatedcost	EXCESS/ BELOW/ AT PAR (If AT PAR selected only 0% to be filled in tender% col.)	%inFigures	TotalCost
1	2	3	4	5	6
1	Repair and Restoration Works in Toilet Blocks for Gents and Ladies (Blending and Bottling Staff) and R.O Water Treatment Plant including Providing Foot Path to Toilet Blocks in Puducherry Distilleries Ltd., Puducherry.	₹ 14,18.458/- (inclusive of GST @ 18%)			Rs-----/-
	GrandTotal	₹ 14,18.458/- (inclusive of GST @ 18%)			Rs-----/-

IMPORTANT NOTE:

- 1 The Estimated Cost put to Tender has been worked out by taking PSR-2024-25(Applicable for Puducherry Region) andConsidering the Non schedule items as Local Market Rates based on Market Rates.
- 2 The Column Nos. 4 & 5 are mandatory to be filled by the bidders/ tenderers. If all these columns are left blank, the tender become invalid
- 3 The bidder is required to quote the percentage only above or below or at par with the estimated cost to cover all the rates of item. The amount corresponding to the percentage quoted should be inclusive of GST.
- 4 If the percentage selection in column No 4 is "At Par", by default the percentage will be considered as "Zero" only. In other words, if "At par" is selected in column No.4, then no need to fill column No.5.

- 5 The Percentage shall be typed only in figures upto 2 (two) places of decimal.
- 6 1% of total work done shall be recovered as Water charges & 1% for Labour Cess from each bill and final bill. The rates in the schedule are inclusive of Water & Labour Welfare Cess charges. The bidder is required to quote the rate accordingly.
- 7 In case the lowest tendered amount (estimated cost \pm amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.
- In case any of such contractors refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.
- If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Managing Director, Company Secretary and Dy. Manager (M) of Pudukcherry Distilleries Ltd., and the lowest contractors those have quoted equal amount of their tenders. In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor. Contractor(s), whose earnest money is forfeited because of non- submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

Signature of Contractor with Name:

Date:

Postal Address:

Mobile:

E-mail:

**Managing Director,
Pudukcherry Distilleries Ltd.,
Pudukcherry**

PDL/ ABBU/ CIVIL/ 01/ 2024-25
OFFICE OF THE MANAGING DIRECTOR
PUDUCHERRY DISTILLERIES LIMITED,
PUDUCHERRY

Puducherry, the 02.12.2024

SHORT PRESS NOTICE FOR e-Tender

The **Managing Director, Puducherry Distilleries Ltd.**, Puducherry (Email ID: pdl@pdindia.in) invites online **percentage** rate bids from approved and eligible contractors/ firms for the following work. **Contractors other than those registered with PWD, Puducherry should produce documentary evidence in support of their having satisfactorily completed three similar works each of 40% of estimate cost put to tender or two works each of 60% of estimate cost put to tender or one work of 80% of estimate cost put to tender in the last seven years ending previous day of last date of submission of tenders.** (Similar work means execution of "Building Works"). The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for tenders. **The contractor after purchasing the valid ikey and Digital Signature Certificate can only be able to download** the Press Notice, Notice Inviting Tender and other related documents and upload the bid document online by verifying the Tender Number assigned for each work from www.pudutenders.gov.in

S. No	Tender No.	Name of Work	Approximate Estimated cost(₹)	Earnest Money Deposit (₹)	Eligibility of contractors	Time allowed	Cost of Tender Schedule
1	2	3	4	5	6	7	8
1	PDL/ ABBU/ CIVIL/ 01/ 2024-25	Repair and Restoration Works in Toilet Blocks for Gents and Ladies (Blending and Bottling Staff) and R.O Water Treatment Plant including Providing Foot Path to Toilet Blocks in Puducherry Distilleries Ltd., Puducherry.	14,18,458.00 (inclusive of GST)	28,370.00	Class-V and above	3 (Three) months	1000/- +GST @5%

Critical Dates

Document Download/ Sale Start Date	03.12.2024 at 10.00 A.M	Document Download / Sale End Date	11.12.2024 at 04.30 P.M
Bid Submission Start Date	04.12.2024 at 03.00 P.M	Bid Submission End Date	11.12.2024 at 04.30 P.M
Tender Publishing Date	02.12.2024 at 05.00 P.M	Bid Opening Date	12.12.2024 at 10.30 A.M

The Managing Director, Puducherry Distilleries Ltd., Puducherry reserves the right to change the opening time and date of the Tender for administrative reasons by notifying the same in the website. If the opening day of tender happens to be a Public Holiday, the same will be opened on next working day.

Tender schedule can be downloaded and submitted online through the website <https://pudutenders.gov.in> only by those contractors, who are having valid ikey and Digital Signature Certificate **and the tender schedules cannot be purchased from the Office of the Managing Director by remitting the cash in the Office of the Managing Director and no pre-request for issue of tender schedules will be entertained in the Office of the Managing Director.**

Submission of EMD and Cost of Tender Documents should be credited as detailed below:

The contractor shall remit EMD and cost of tender schedule on or before the closing date and time for submission of e-tender through online by internet Banking of NEFT/ RTGS modes. In internet banking bidders shall make payments using his/ her Internet Banking enabled account with any of the banks listed in the Annexure enclosed. The payment Gateway will display a list of banks wherein the bidder has to choose his / her bank.

Upon selection, the bidder will be taken to the login page of his/ her bank. The bidder has to login and proceed for paying the tender fees/ EMD. If the transaction is successful, system will be redirected to the e-tendering portal for submission of bid.

To facilitate Bidder who do not have Internet Banking facility, payment can be made offline through NEFT/ RTGS mode. In this option, the bidder has to take print-out of the NEFT/ RTGS payment Challan auto-generated by the system and visit his/ her bank to remit the requisite amount. Once payment is received in the pooling account the bidders will be able to proceed for bid submission by feeding the Unique Transaction Reference (UTR) number in the e-procurement portal. **It is advised that the bidders make payment one day in advance for validation purpose.** ICICI Banks shall handle the queries of the bidders regarding online payment.

For e-payment assistance please contact **ICICI Bank** for e-payment help desk guidance in Phone Nos. **+91-8939831491, 9840326721, 9840806302.**

On the scheduled time and date of opening, the Managing Director authorizes the opening of tender on the notified time. **Eligible tenderer** can access the particulars after to opening of tender in the website. The Puducherry Distilleries Ltd., will not be liable for any delay in submission of tender.

A copy of the enlistment of contractor license issued by the Competent Authority (i.e) Copy of Registration should be scanned and uploaded.

A copy of the GST Registration Certificate should also be enclosed.

Declaration about Site Inspection.

The time allowed for carrying out the above work will be as prescribed in **Col. No.7** including monsoon period from the tenth day from the date of letter of commencement.

The NIT and General Conditions of Contract is available on the website (<https://pudutenders.gov.in>) can be viewed online and downloaded by the intending contractors.

If the opening day of tender happens to be a Public Holiday the same will be opened on next working day.

For tender related queries contact: The Managing Director, Puducherry Distilleries Ltd., Puducherry.

This work is covered under Puducherry Goods and Services Tax Act 2017 and hence the contractors are requested to quote the rates including the effect of GST. Additional/ Separate claim will not be entertained on any account after the award of work. The payment is also liable for TDS as instructed by the Commercial Tax Department based on GST.

For any technical related queries about online tender, please call 24 x 7 Help Desk Number **0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787** or email to support-eproc@nic.in, support-eproc.pon@nic.in . The Contact details of the Local help desk e-Procurement Cell, 3rd Floor, 'A' Block, Chief Secretariat, Puducherry Phone No. **0413-2220225, 0413-2220262** or Email to support-eproc.py@supportgov.in

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MANAGING DIRECTOR
Puducherry Distilleries Ltd.,
Puducherry

INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. The bidders are required to submit soft copies of their bids electronically on the e-Procurement Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-Procurement Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-Procurement Portal.

More information useful for submitting online bids on the e-Procurement Portal may be obtained at: <https://pudutenders.gov.in>.

2. REGISTRATION

- i. Bidders are required to enroll on the e-Procurement module of the e-Procurement Portal (URL: <https://pudutenders.gov.in>) by clicking on the link "Online bidder Enrolment" on the e-Procurement Portal which is free of charge.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the e-Procurement Portal.
- iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any of the Certifying Authority recognized by CCA India (e.g. nCode, eMudhra etc.), with their profile.
- v. Bidder then log-in to the site through the secured log-in by entering their user ID / password and the password of the Digital Signature Certificate.

3. SEARCHING FOR TENDER DOCUMENTS

- i. There are various search options built in the e-Procurement Portal, to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, Organization Name, Location, Date, Value, etc.
- ii. Once the bidders selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the e-Procurement Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.

4. PREPARATION OF BIDS

- i. Bidder should take into account corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the name and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally they can be in PDF format. Bid documents may be scanned with 100 dpi which helps in reducing size of the scanned document. Maximum size of the bid document shall not exceed 35 MB.

5. SUBMISSION OF BIDS

- i. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission date/time. Bidder will be responsible for any delay due to other issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii. All the documents being submitted by the bidders will be encrypted using PKI encryption techniques to ensure secrecy of data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Confidentiality of bids is maintained using the Secured Socket Layer(SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using Department's bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- iv. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- v. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission acknowledgement which is downloadable/printable. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ONLINE PAYMENT OF EMD & TENDER FEES

The bidders have the option to make payment of EMD & Tender fee through the following modes:

- i) Internet Banking
- ii) NEFT/RTGS.

In Internet banking, bidders shall make payments using his/her internet Banking enabled account with any of the banks listed in the Annexure enclosed. The Payment Gateway will display a list of banks wherein the bidder has to choose his bank. Upon selection, the bidder will be taken to the login page of his/her bank. The bidder has to Login and proceed for paying the Tender fees/EMD. If the transaction is successful, system will be redirected to the e-Tendering portal for submission of bid.

To facilitate Bidders who do not have Internet banking facility, payment can be made offline through NEFT/RTGS mode. In this option, the bidder has to take print-out of the NEFT/RTGS payment Challan auto-generated by the system and visit his/her bank to remit the requisite amount. Once payment is received in the pooling account, the bidders will be able to proceed for bid submission by feeding the Unique Transaction Reference(UTR) number in the e-Procurement portal. It is advised that the bidders make payment one day in advance for validation purpose.

Bid submission can be done immediately when EMD/Tender fee is paid through "Internet Banking" mode when compared to NEFT/RTGS mode of payment.

During evaluation of tender, EMD of unsuccessful bidders will be automatically refunded to the bidder's account from where they initiated payment.

7. ASSISTANCE TO BIDDERS

For Training/clarification regarding online bid submission, contact e-Procurement Cell, 3rd Floor, Chief Secretariat, Puducherry. Help-Line: (0413) 2220225

List of Banks available at present with the ICICI Bank-Payment Gateway

Sl. No	PARTICULARS
1	Allahabad Bank
2	Andhra Bank
3	Axis Bank
4	Bank of Bahrain and Kuwait
5	Bank of Baroda
6	Bank of India
7	Bank of Maharashtra
8	Canara Bank
9	Central Bank of India
10	City Union Bank
11	Corporation Bank
12	CSB Bank Ltd
13	DCB BANK Personal
14	Deutsche Bank
15	Dhanlaxmi Bank
16	Federal Bank
17	HDFC Bank Retail
18	ICICI Bank
19	IDFC First Bank
20	Indian Bank
21	Indian Overseas NetBanking
22	Indusind Bank
23	Jammu and Kashmir Bank
24	Karnataka Bank
25	Karur Vysya Bank
26	Kotak Mahindra Bank
27	Lakshmi Vilas
28	Oriental Bank Of Commerce
29	Punjab and Sind Bank
30	Punjab National Bank
31	RBL Bank Limited
32	Shamrao Vithal Co-op. Bank Ltd
33	South Indian Bank
34	Standard Chartered Bank
35	State Bank of India
36	SyndicateBank
37	Tamilnad Mercantile Bank
38	UCO Bank
39	Union Bank of India
40	United Bank of India
41	Vijaya Bank
42	Yes Bank



**PUDUCHERRY DISTILLERIES LIMITED,
PUDUCHERRY**

**GENERAL CONDITIONS OF CONTRACT FOR
WORKS**

GENERAL GUIDELINES

- 1** This book of "General Conditions of Contract" is applicable to both types of tenders i.e. "Percentage rate tenders and Item rate tenders". Accordingly, alternative provisions for conditions Nos. 4A, 9 & 10 of the General Rules and Directions are given in this book. The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tender (PWD-7) or item rate tender (PWD-8).
- 2** PWD-6, Schedules A to F, special conditions/ specifications and drawings etc. will be part of NIT and shall be uploaded.
- 3** The intending bidders will quote their rates in Schedule A and schedule A to F and proforma for registers are only for information and guidance
- 4** Authority approving the Notice Inviting Tenders (NIT) shall fill up all the blanks in PWD-6 and in Schedules B to F before issue of Tender Papers.
- 5** The intending bidders will quote their rates in Schedule-A.
- 6** The proforma for registers and Schedules A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules with all blanks, duly filled, shall be separately issued to all intending tenderers

PUDUCHERRY DISTILLERIES LIMITED
PUDUCHERRY
Percentage Rate Tender / Item Rate Tender & Contract for Works

- (A) Tender for the work of: -
.....
.....
- (i) To be uploaded by..... hours on to/ upload at
- (ii) To be opened in presence of tenderers who may be present at hours on
..... in the office of

TENDER

I/ We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & 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 Managing Director, PDL within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

I/ We agree to keep the tender open for..... days from the due date of its opening in case of single bid system from the date of opening of technical bid in case tenders are invited on 2 / 3 bid/ system for specialised work and not to make any modification in its terms and conditions.

I/ We have deposited EMD for the prescribed amount in the office of Managing Director, Puducherry Distilleries Ltd., as per the bid document.

A copy of earnest money deposit receipt of prescribed amount deposited in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (as prescribed) issued by a Commercial Bank, is scanned and uploaded (strike out as the case may be). If I/We, fail to furnish

the prescribed performance guarantee within prescribed period, I/We agree that the Managing Director, PDL 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 work as specified, I/ We agree that Managing Director, PDL or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/ We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/ We shall be debarred for participation in the re-tendering process of the work.

I/ We undertake and confirm that eligible similar work(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 tendering in Puducherry Distilleries Ltd., in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Managing Director, PDL shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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 & integrity 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 Puducherry Distilleries Ltd., for a sum of Rs. (Rupees)

The letters referred to below shall form part of this contract agreement: - (a)

(b)

(c)

Dated:

Managing Director, PDL.



PUDUCHERRY DISTILLERIES LIMITED

(A Govt. of Puducherry Undertaking)

Puducherry

General Rules & Directions

- 1 All work proposed for execution by contract will be notified in a form of invitation to tender pasted by publication in Newspapers or posted on website as the case may be. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.
- 2 In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1952.
- 3 Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
- 4 The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.

**Applicable for Item
Rate Tender only
(PWD - 8)**

In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Managing Director, Company Secretary and Dy. Manager (M) of Pudukcherry Distilleries Ltd., and the lowest contractors those have quoted equal amount of their tenders.

In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited. In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors. Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.

**Applicable for
Percentage Rate
Tender only [PWD- 7]**

- 4A In case of Percentage Rate Tenders, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if :-
- I. The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.
 - II. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.

III. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender.

Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected.

- 4B In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Managing Director, Company Secretary and Dy. Manager (M) of Pudukcherry Distilleries Ltd., & the lowest contractors those have quoted equal amount of their tenders.

In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor. Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

- 5 The officer inviting tender or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time.
- 6 The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
- 7 The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor

shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.

Applicable for Item Rate Tender only (PWD - 8)

- 8 In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer and earnest money deposited shall be forfeited

Applicable for percentage Rate Tender only (PWD - 7)

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

Applicable for Percentage Rate Tender only (PWD - 7)

- 10 In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15P' and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end.
- 11 (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E' and within the period specified in Schedule F. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand

Draft, Fixed Deposit Receipt or Bank Guarantee of any Commercial Bank.

The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 2.5% of the tendered amount of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in the shape of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks will be accepted for this purpose provided confirmatory advice is enclosed.

- 12 On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Managing Director, PDL shall be communicated in writing to the Managing Director, PDL.
- 13 GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.
- 14 The contractor shall give a list of both gazetted and non-gazetted PDL. employees related to him.
- 15 The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc.
- 16 The contractor shall submit list of works which are in hand (progress) in the following form: -

Name of work	Name and particulars of Divn where work is being executed	Value of work	Position of works in	Remarks
1.	2.	3.	4.	5.

CONDITIONS OF CONTRACT

Definition

- 1 The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Managing Director, PDL and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Managing Director, PDL and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- 2 In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -
 - (i) The expression **works or work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - (ii) The **Site** shall mean the land, places on, into or or where work is to be executed under the contract or any adjacent land, path or street or where work is to be executed under the contract or any adjacent land, path or street which may be temporarily allotted or used for the purpose of carrying out the contract.
 - (iii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - (iv) The **PDL** means the **Puducherry Distilleries Ltd.,**
 - (v) **Government or Government of Puducherry** shall mean the **Puducherry Distilleries Ltd.,**
 - (vi) The **Engineer-in-charge** means **Managing Director, PDL** who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Puducherry Distilleries Ltd., as mentioned in Schedule 'F' hereunder.
 - (vii) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'.

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

(ix)(a) **Market Rate** shall be the rate as decided by the Managing Director, PDL on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.

Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.

(b) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.

(x) **Department** means **Puducherry Distilleries Ltd.**, as specified in schedule 'F'.

(xi) **District Specifications** means the specifications followed by the District in the area where the work is to be executed.

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

(xiii) **Date of commencement of work:** The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

(xiv) **GST** shall mean Goods and Service Tax - Central, State and Inter State.

Scope and Performance

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

- 4 Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 5 The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender documents. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out

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

Sufficiency of Tender

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

Discrepancies and Adjustment of Errors

- 8 The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
 - 8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed: -
 - (i) Description of Schedule of Quantities.
 - (ii) Particular Specification and Special Condition, if any.
 - (iii) Drawings.
 - (iv) PWD Specifications.
 - (v) Indian Standard Specifications of B.I.S.
 - 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the

intention of the document and his decision shall be final and binding on the contractor.

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

Signing of Contract

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

(i) the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

(ii) Standard P.W.D. Form as mentioned in Schedule 'F' consisting of:

(a) Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexures thereto.

(b) P.W.D. Safety Code.

(c) Model Rules for the protection of health, sanitary arrangements for workers employed by PWD or its contractors.

(d) PWD Contractor's Labour Regulations.

(e) List of Acts and omissions for which fines can be imposed.

(iii) No payment for the work done will be made unless contract is signed by the contractor.

GENERAL CONDITION OF CONTRACT

CLAUSES OF CONTRACT

CLAUSE – 1 Performance Guarantee

- (i) 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 Managing Director up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Managing Director. This Guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks. 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.
- (ii) The Performance Guarantee shall be submitted by the contractor on format as per GCC and shall be initially valid up to the stipulated date of completion plus minimum 6 months 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. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.
- (iii) The Managing Director shall not make a claim under the performance guarantee except for amounts to which the Puducherry Distilleries Ltd., 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 Managing Director may claim the full amount of the Performance Guarantee.
- (b) Failure by the contractor to pay Puducherry Distilleries Ltd., 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 Managing Director.
- (iv) 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 Puducherry Distilleries Ltd.,

On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Managing Director, PDL. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract. This provisional completion certificate shall be recorded by the Managing Director, PDL with the approval of the Competent Authority, if required. After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving Maintenance of building and services /any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.

CLAUSE – 1A
Recovery of Security
Deposit

The person(s) whose tender 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 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered amount of the work. Such deductions will be made and held by Puducherry Distilleries Ltd., by way of Security Deposit unless he/ they has/have deposited the amount of Security at the rate mentioned above 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 Puducherry Distilleries Ltd., 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 compensations 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 fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Managing Director, PDL, 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 and the final bill of the contractor at the rates mentioned above.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

Note-1: Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Managing Director 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 G.F. 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 justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/ month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

Compensation for delay of work:

With maximum rate @ 1% (one percent) maximum per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work. In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If Managing Director, PDL decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

This is without prejudice to right of action by Managing Director, PDL under clause 3 for delay in performance and claim of compensation under that clause.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this contract 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 milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. 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 per cent) 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 per cent) 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 Managing Director 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 Managing Director a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor 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 Managing Director (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Managing Director.
- (iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and Managing Director, PDL without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Managing Director, PDL the contractor will be unable to complete the same or does not complete the same within the period specified.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Managing Director.
- (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 or for having done 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 into 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 Managing Director.
- (vii) If the contractor shall obtain a contract with Government as a result of wrong tendering or other non-bonafide methods of

competitive tendering or commits breach of integrity Agreement.

- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (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 creditor 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 otherwise parts with the entire works or any portion thereof without the prior written approval of the Managing Director.
- (xii) When the contractor has made himself liable for action under any of the aforesaid cases (i) to (xi), the Managing Director on behalf of the Puducherry Distilleries Ltd., shall have powers:
 - (a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the If the revised tendered amount (worked out on the basis of quoted rate of individual items) contractor under the hand of the Managing Director, PDL shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered, Security deposit payable and Performance Guarantee under the contract shall be liable to be forfeited

and shall be absolutely at the disposal of the Puducherry Distilleries Ltd.,

- (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 as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Managing Director, 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 Managing Director 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 for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits:

(i) If the tendered value is up to Rs. 1 Crore : 15 days

(ii) If the Tendered value of work is more than Rs. 1 Crore and up to Rs. 10 Crore: 21 days

(iii) If the tendered value of work exceeds Rs. 10 Crore : 30 days

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

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 Managing Director 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 Managing Director putting in force all or any of the powers vested in him under

the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Managing Director which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Managing Director) 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 Managing Director, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Managing Director may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Managing Director 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 such time period as mentioned in schedule 'F' 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, Puducherry Distilleries Ltd., shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

5.1 5.1 As soon as possible but within 7 (seven) working days of award of work and in consideration of

(a) Schedule of handing over of site as specified in the Schedule 'F'

(b) Schedule of issue of designs as specified in the Schedule 'F',

(i) the Contractor shall submit a Time and Progress Chart for each mile stone. The Managing Director, PDL may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Managing Director, PDL.

The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Managing Director, PDL and the Contractor within the limitations of time imposed in the Contract documents.

(ii) In case of non-submission of construction programme by the contractor, the program approved by the Managing Director, PDL shall be deemed to be final.

(iii) The approval by the Managing Director, PDL of such programme shall not relieve the contractor of any of the obligations under the contract.

(iv) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Managing Director, PDL for the work done during previous month to the Managing Director, PDL on or before 5th day of each month failing which a recovery as per Schedule F to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report

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 Managing Director in executing work not forming part of the Contract, or
- (vi) any other cause which, in the absolute discretion of the Managing Director 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 authority as indicated in Schedule 'F' 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 Managing Director to proceed with the works.

The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.

5.3 In case the work is hindered in the opinion of the contractor, by the Puducherry Distilleries Ltd., or for any reason/ event, for which the PDL is responsible, the authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law, provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.

5.4 Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Appendix -XVI) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme without causing any delay in execution of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.

5.4.1 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. E-in-C shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

In case the work is delayed by any reasons, in the opinion of the Managing Director, PDL, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date, without prejudice to right to take action under Clause 3, the Managing Director, PDL may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

CLAUSE 6
Computerized
Measurements Book
(CMB)

Managing Director, PDL shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book (CMB) and Computerized Level Book (CLB) having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works executed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Managing Director, PDL or his/ her authorized representative as per interval or program fixed in consultation with Managing Director, PDL or his/ her authorized representative.

In case of CMB/ CLB, after the necessary corrections made by the Managing Director, PDL or his/ her authorized representative, the measurement sheets/ shall be returned to the contractor for incorporating the corrections and for resubmission to the Managing Director, PDL for the dated signatures by the Managing Director, PDL and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, in case of CMB, the contractor would initially submit draft computerized measurement sheets and these measurement(s) would be got checked/ test checked from the Managing Director, PDL and/ or his/her authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/ test checks in his draft computerized measurement(s) and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered.

The Managing Director, PDL and/ or his/ her authorized representative would thereafter check this CMB and record the necessary certificates for their checks/ test checks.

The final, fair, computerized measurement book (CMB)/CLB given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurement(s) would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit afresh CMB/ CLB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department.

Thereafter, the CMB/ CLB shall be taken in the Divisional Office records, and allotted a number as per the Register of CMBs/ CLBs. This should be done before the corresponding bill is submitted to the Division Office for payment.

The contractor shall submit two spare copies of such CMBs/CLBs for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the PDL separately his computerized Abstract of Cost and the 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 processed by the Accounts Office and allotted a number as per the register of CMBs/ CLBs 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 Managing Director, PDL or his/her authorized 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 set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Managing Director, PDL or his/ her authorized representative in-charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/ or test checked and correct dimensions thereof be taken before the same is covered up or placed

beyond the reach of checking and/ or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Managing Director, PDL or his/ her authorized representative in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Managing Director, PDL 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.

Managing Director, PDL or his/her authorized representative may cause either themselves or through another officer of the department to check the measurements/levels 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/ levels of any item of work in the CMB/ CLB and/ or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE 7
Payment on
intermediate
Certificate to be
Regarded as
Advances

No payment shall be made for work, estimated to cost Rs. ten lacs 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. ten lacs, 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 Managing Director, PDL. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Managing Director, PDL 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, 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 Managing Director, PDL certifying the sum to which the

contractor is considered entitled by way of interim payment at such rates as decided by the Managing Director, PDL. An amount of ad- hoc payment not less than 75% of the net amount of the bill under check, shall be made within 10 working days of submission of the bill by the Contractor to the Managing Director, PDL or his Authorized Engineer together with the account of the material issued by the department, or dismantled materials, if any. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of bill by the contractor. In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor, provided the bill submitted by the contractor found to be in order, a simple interest @ 5% (five percent) per annum shall be paid to the contractor from the date of expiry of prescribed time limit.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Managing Director, PDL relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Managing Director, PDL 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 Managing Director, PDL in his sole discretion on the basis of a certificate from the authorised 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 bills to be submitted by the contractor within 10 days

of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% per annum on the advance payment made shall be paid to the Government from the date of expiry of prescribed time limit.

Payment in composite Contractors

In case of composite tenders, running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor component shall be made by the Managing Director of the discipline of minor component directly to the main contractor.

In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Managing Director, PDL shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him.

Such payment made to the associate contractor shall be recovered by the Managing Director, PDL of major or minor component from the next R/A/ final bill due to main contractor as the case may be.

Clause 7A

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Managing Director, PDL.

Clause 7B

If the exigencies of the work so demand, the Managing Director, PDL may allow payment to a third party, who is creditor to the contractor, after fulfilling the following conditions: -

Payment to third party

(a) The contractor gives an authority letter addressed to the Managing Director, PDL on a non-judicial stamp paper of Rs.100 in the format given below. I/We authorize the Managing Director, Division, PWD to pay directly on my/our behalf

to(name of the third party) an amount of Rs.....(Rupees in words) for the work done or supplies made by (name of the third party). I/We shall be responsible for the quality and quantity of the same under the provisions of agreement number

Signature of the contractor

(b) The total payment to third party (or parties) shall not exceed 10% of the agreement cost of the work

**CLAUSE 8
Completion
Certificate and
Completion Plans**

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Managing Director and within thirty days of the receipt of such notice, the Managing Director shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Managing Director. 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 Managing Director may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 8A**Contractor to keep Site Clean**

The contractor shall submit completion plans for Internal and External Civil, Electrical and Mechanical Services within thirty days of the completion of the work, provided that the service plans having been issued for execution by the Managing Director, PDL, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans. In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1 % (zero-point one percent) of accepted Tendered Value or limit prescribed in Schedule F whichever is more as may be fixed by the authority as mentioned in Schedule F and in this respect the decision of the that authority shall be final and binding on the contractor.

CLAUSE 8B**Completion Plans to be Submitted by the Contractors**

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 2005 and (Part-II External) 1994 as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs.15,000 (Rs. Fifteen thousand only) as may be fixed by the 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 three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Managing Director, PDL 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. Payment of those items of the bill in respect of which there is no dispute, and for those items which are in dispute on account of quantity and/ or rates shall be paid at approved quantity and/ or rates by the Managing Director, PDL, within three months period reckoned from the date of receipt of the bill by the Managing Director, PDL or his authorized Engineer/ Officer, complete with account of materials issued by the PDL and dismantled materials.

If the final bill is submitted by the contractor within the period specified above and payment of final bills is made by the PDL after prescribed time limit, a simple interest @ 5 % per annum shall be paid to the contractor from the date of

expiry of prescribed time limit, provided the final bill submitted by the contractor is found to be in order.

CLAUSE 9A
Payment of
Contractor's Bills to
Banks

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Managing Director (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Puducherry Distilleries Ltd., or his signature on the bill or other claim preferred against Puducherry Distilleries Ltd., before settlement by the Managing Director 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 banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, 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 visa-vis the Managing Director, PDL.,

CLAUSE 10
Materials supplied
by Puducherry
Distilleries Ltd.,

Materials which Puducherry Distilleries Ltd., 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 Managing Director.

As soon as the work is awarded, the contractor shall finalise the programme for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/or schedule of quantities of the work. The Contractor shall give in writing his requirement to the Managing Director which shall be issued to him keeping in view the progress of work as assessed by the Managing Director, 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. Managing Director 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 Puducherry Distilleries Ltd., shall remain the absolute property of Puducherry Distilleries Ltd., and the contractor shall be the trustee of the stores/materials, and the said stores/materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open to inspection by the Managing Director or his authorized agent. Any such stores/materials remaining unused shall be returned to the Managing Director 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 Managing Director shall determine, having due regard to the condition of the stores/materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the Managing Director shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licences or permit and/or for criminal breach of trust, be liable to Puducherry Distilleries Ltd., for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Puducherry Distilleries Ltd., within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 months whichever is more if the time of completion of work exceeds 12 months, but if a part of the materials only has been supplied within the aforesaid period, then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Managing Director 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 not 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 Managing Director at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue.

CLAUSE 10A
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 Puducherry Distilleries Ltd.,

The contractor shall, at his own expense and without delay, supply to the Managing Director 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 Managing Director furnish proof, to the satisfaction of the Managing Director that the materials so comply. The Managing Director shall within thirty (30) days of supply of 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 Managing Director 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 Managing Director 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 tests or analysis have been made and materials finally accepted by the Managing Director. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Managing Director 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 Managing Director and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. Managing Director or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Managing Director 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 Managing Director shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Managing Director shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Managing Director 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 10B

**Secured Advance on
Non-perishable
Material**

(i) The contractor, on signing an indenture form specified in appendix XV, 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 Managing Director 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 Managing Director provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of Managing Director 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 tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installments to be determined by the Managing Director. The amount of any installment shall not exceed 5% of the tendered amount of the work. The first installment of such advance shall be released by the Managing Director to the

contractor on his request. The second and subsequent installments shall be released by the Managing Director only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment(s) to the entire satisfaction of the Managing Director. The mobilization advance will be utilized for the following:

Establishment of site office for contractor and PWD staff, testing lab, labour camps & basic amenities services for labour/ staff, cement godown, reinforcement yard, stores etc.

For purchase/mobilization of any type of tool, plant and machinery required for execution of work such as concrete batch mix plant, mixtures, transit mixtures, loader, excavators, dumpers, DG sets, vibrators, hot mix bitumen plant, paver, rollers, testing lab equipment's etc. Barricading of site and procurement of centering/shuttering/ staging material etc.

Any other item as mentioned in NIT by the NIT approving authority.

90% of the price of new items and 50% of the depreciated price of old items will be considered for assessing the utilized amount of mobilization advance.

Expenditure incurred on items/materials which are measureable and payable under agreement/extra items as well as materials eligible for secured advance will be excluded from utilized amount of mobilization advance, if any. The assessment of Managing Director, PDL in this respect shall be final and binding.

Before any installment of advance is released, the contractor shall execute Bank Guarantee Bonds not more than 6 (six) in number from commercial Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee from commercial Bank on prescribed format for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery

Provided always that provision of Clause 10B (ii) shall be applicable only when so provided in 'Schedule F'.

Interest & Recovery (iii)

The mobilization advance in (ii) above bear simple interest at the rate of 8 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 contractors bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage

basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.

- (iv) If the circumstances are considered reasonable by the Managing Director, PDL, the period mentioned in (ii) for request by the contractor in writing for grant of mobilization advance may be extended at the discretion of the Managing Director, PDL.

CLAUSE 10C
Payment on Account
of Increase in Prices /
Wages due to
Statutory Order(s)

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Managing Director's stores in accordance with Clause 10 thereof) and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, 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 of rate in sales tax/VAT, Central/State Excise/Custom Duty), Puducherry Distilleries Ltd., shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and not being material supplied from the Managing Director's 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 and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

Managing Director may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages.

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

For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled Mazdoor, fixed under any law statutory rule and order. The cost of work for which escalation is applicable (W) is same as cost of work done worked out as indicated in sub-para (ii) (j) of clause 10 CC except the amount of full assessed value of secured Advance.

Provided always that:

(a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable.

(b) Where provisions of clause 10CC are not applicable, provisions of clause 10C will become applicable.

CLAUSE 10CC
Payment due to
increase / decrease in
Prices / Wages
(excluding materials
covered under
Clause 10(CA) after
Receipt of Tender for
Works

If the prices of materials 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 and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. 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 tenders 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 up to this quarter: (A)
 - (b) Gross value of work done up to the last quarter: (B)
 - (c) Gross value of work done since previous quarter (C) = (A-B)

- (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 Payable in this quarter, (F) = (D-E)
- (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 (I) = (G-H)
- (j) Amount paid based on prevailing market rates due to deviations/ variations as per clause 12 during this quarter: (J)

Then, $M = C+F+I-J$

Cost of work for which escalation is applicable (W) = 0.85M

Components for materials, labour, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender documents included in Schedule 'F'. The decision of the Managing Director, PDL in working out such percentage shall be binding on the contractors.

(iii) The following principles shall be followed while working out the payment/ recovery on account of variation of prices of materials and/ or wages of labour.

(a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The date of submission of bill by the contractor to the department shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which the letter of commencement of work is issued by the Managing Director, PDL) 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 indices as defined below (excluding LI) relevant to any quarter/ period for which such compensation is to be paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to the date of completion after the quarter covered by the last such installment of payment, is less than three months, the indices shall be the average of the indices for the months falling within that period.

(c) The minimum wage of an unskilled Mazdoor shall be the higher of the wage notified by Government of

India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.

(d) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials 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;

(e) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled Mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component

(iv) (iv) In the event the price of materials and/or wages of labour required for execution of the work decreases, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein stated below under this Clause 10CC shall mutatis mutandis apply.

(v) (v) The contract price shall be adjusted for increase or decrease in rates and prices of labour, cement, steel reinforcement bar, fuel and lubricants and other input materials as per percentage of materials/labour specified in schedule F and in accordance with the principles, procedures and formulae specified below:

(a) Price adjustment for change in cost shall be paid in accordance with the following formulae:

(i) For Construction period of this work:

$$VW = W * (1/100) * [CP * (CI - CO) / CO + LP * (LI - LO) / LO + CMP * (CMI - CMO) / CMO + EMP * (EMI - EMO) / EMO + FP * (FI - FO) / FO + SP * (SI - SO) / SO + Bp * (BI - Bo) / BO]$$

(ii) For Maintenance period of this work:

$$VW = W * (1/100) * [LP * (LI - LO) / LO + CMP * (CMI - CMO) / CMO + EMP * (EMI - EMO) / EMO + Bp * (BI - Bo) / BO]$$

(* means multiplication)

Where, W=cost of work done as per para (ii) above.

VW (Variation of cost of Work) =Increase or decrease in the cost of works during the period under consideration due to change in the rates for relevant components.

Percentage components of materials & labour as specified in the schedule F are defined as under: -

CP - Cement component, LP - Labour component,
CMP - Civil component of other construction materials,
EMP - E & M component of construction materials
FP - POL (Diesel) component

SP - Reinforcement steel bars/TMT bars/structural steel (including strands and cables) component

BP - Bitumen component

Indices for various components of materials & labour to be used for the purpose of this Clause are defined as under:

CO = Wholesale Price Index for Pozzolana Cement published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of last date of receipt of tender including extension, if any.

CI = Wholesale Price Index for Pozzolana Cement published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

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

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

CMO = Price Index for civil components of other construction materials valid for the month of the last date of receipt of tender including extension, if any, as issued by the office of CE CSQ (Civil) or successor.

CMI = Price Index for civil components of other construction materials for the period under consideration and as issued by the office of CE CSQ (Civil) or successor.

EMO = Price Index for E & M components of construction materials valid for the month of the last date of receipt of tender including extension, if any, as issued by the office of CE CSQ (Electrical) or successor.

EMI = Price Index for E & M components of construction materials for the period under consideration and as issued by the office of CE CSQ (Electrical) or successor.

FO = Wholesale Price Index of HSD (High Speed Diesel) published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any.

FI = Wholesale Price Index of HSD (High Speed Diesel) published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

SO = Wholesale Price Index of Mild Steel-long products published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any

SI = Wholesale Price Index of Mild Steel-long products published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

BO = Wholesale Price Index of Bitumen published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any

BI = Wholesale Price Index of Bitumen published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

(vi) Provided always that:

(a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable.

(b) Where provisions of clause 10CC are not applicable, provisions of clause 10C will become applicable.

CLAUSE 10D
Dismantled Material
Puducherry
Distilleries Ltd.,
Property

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Puducherry Distilleries Ltd., property and such materials shall be disposed off to the best advantage of Puducherry Distilleries Ltd., according to the instructions in writing issued by the Managing Director.

CLAUSE 11
Works to be executed
in Accordance with
Specifications,
Drawings, Orders
etc.

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 Managing Director 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 Central 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 methods of construction.

CLAUSE 12
Deviations /
Variations Extent
and Pricing

The Managing Director, PDL 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 Managing Director, PDL 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. The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration should not exceed 1.25 times of Tendered amount. Any further deviation beyond this limit upto 1.5 times of tendered amount shall be approved by the authority mentioned in schedule 'F' with recorded reason and in exceptional case, ADG shall have full power to approve the deviation beyond 1.50 times of tendered amount with recorded reason and take suitable corrective action.

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

- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Managing Director.

Deviations, Extra
Items and Pricing

12.2 In the case of extra item(s) (items which are not available in the contract), the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable), failing which the rate(s) approved later by the Managing Director, PDL shall be final and binding. Where the contractor submits

claim for market rate(s) in the manner prescribed above, the Managing Director, PDL shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The rate(s) of extra items so determined by the Managing Director, PDL shall be final and binding on the contractor, and shall not be arbitrable.

Deviation, Deviated Quantities, Pricing

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen 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 Managing Director shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The rate(s) of extra items so determined by the Managing Director, PDL shall be final and binding on the contractor, and shall not be arbitrable.

- 12.3 In the case of contract items which exceed the limit laid down in Schedule F, the Managing Director, PDL shall after giving notice to the contractor within 30 days of submission of that bill by the contractor which contains such item(s), and after taking into consideration any reply received from the contractor within 15 days of the issue of such notice, reduce the rate for quantity in excess of the abovementioned limit on the basis of market rates, within 30 days of the expiry of the said period of 15 days, and the contractor shall be paid in accordance with the rates so determined.

The rate(s) of extra items so determined by the Managing Director, PDL shall be final and binding on the contractor, and shall not be arbitrable.

- 12.4 The cost of any operation necessarily in contemplation of tenderer while quoting tender or necessary or incidental to proper execution of an item of work included in the Schedule of Quantities or in the Schedule of Rates mentioned in Schedule F, 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 of
Reduction in scope of
work

If at any time after acceptance of the tender, Puducherry Distilleries Ltd., 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 Managing Director 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 Managing Director 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 huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) Puducherry Distilleries Ltd., 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 Puducherry Distilleries Ltd., 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 Puducherry Distilleries Ltd., cost of such materials as detailed by Managing Director 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 Puducherry Distilleries Ltd., are rendered surplus, the same except normal wastage shall be returned by the contractor to Puducherry Distilleries Ltd., 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 Puducherry Distilleries Ltd., stores, if so, required by Puducherry Distilleries Ltd., shall be paid.
- (iv) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- (v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by Managing Director, 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 by the Puducherry Distilleries Ltd., as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Managing Director 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 Puducherry Distilleries Ltd., from the contractor under the terms of the contract.

In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Guarantee is

furnished by the contractor the Managing Director, PDL may return the previous Performance Guarantee.

CLAUSE 14
Carrying out part
work at risk & cost
of contractor

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Managing Director; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Managing Director; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Managing Director.
- (iii) Managing Director without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Puducherry Distilleries Ltd., by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:
 - (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
 - (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

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

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his

contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Managing Director as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Puducherry Distilleries Ltd., in completing the part work/part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Puducherry Distilleries Ltd., as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Puducherry Distilleries Ltd., in law or per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

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

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

CLAUSE 15

Suspension of Work (i)

The contractor shall, on receipt of the order in writing of the Managing Director, (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 Managing Director 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 Managing Director.

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

- (a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
- (b) (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 thirty days, the contractor shall, in addition, be entitled to such compensation as the Managing Director 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 Managing Director within fifteen days of the expiry of the period of 30 days.

- (iii) If the works or part thereof is suspended on the orders of the Managing Director for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Managing Director requiring permission within fifteen days from receipt by the Managing Director 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 Puducherry Distilleries Ltd., or where it affects whole of the works, as an abandonment of the works by Puducherry Distilleries Ltd., shall within ten days of expiry of such period of 15 days give notice in

writing of his intention to the Managing Director. In the event of the contractor treating the suspension as an abandonment of the contract by Puducherry Distilleries Ltd., 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 Managing Director 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 Managing Director within 30 days of the expiry of the period of 3 months.

CLAUSE 16
Action in casework
not done as per
Specifications

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

If it shall appear to the Managing Director or his authorized subordinates in charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of

the completion of the work from the Managing Director 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 Managing Director 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 Managing Director may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' 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 Managing Director 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 Liability
period

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damages 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 twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Managing Director 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 Managing Director cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a

sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Managing Director, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

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

CLAUSE 18
Contractor to Supply
Tools & 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 Managing Director's stores), machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Managing Director as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement 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 Managing Director 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 18A

**Recovery of
Compensation paid
to Workmen**

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

**CLAUSE 18B
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, Puducherry Distilleries Ltd., is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Contractors, Puducherry Distilleries Ltd., 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 Puducherry Distilleries Ltd., under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Puducherry Distilleries Ltd., 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 Puducherry Distilleries Ltd., to the contractor whether under this contract or otherwise Puducherry Distilleries Ltd., 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 Puducherry Distilleries Ltd., full security for all costs for which

Puducherry Distilleries Ltd., might become liable in contesting such claim.

CLAUSE 19
Labour Laws to be
complied by the
Contractor

The contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971.

The contractor shall also obtain a valid licence under the said Act before the commencement of the work, and continue to have a valid licence until its completion.

The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

The contractor shall also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

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

CLAUSE 19A

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

CLAUSE 19B
Payment of Wages

Payment of wages:

- (i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (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 Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of

wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

- (iv) (a) The Managing Director 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, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

(b) Under the provision of Minimum Wages (Central) Rules, 1950, the 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 Managing Director shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Managing Director. 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 Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made hereunder from time to time.

- (vi) The contractor shall identify and keep indemnified Puducherry Distilleries Ltd., against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. 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 as decided by the authority mentioned in Schedule F for each default and in addition, the Managing Director shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19D

The contractor shall submit by the 4th and 19th of every month, to the Managing Director, 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 labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to them,
- (4) the accidents that occurred during the said period 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 Puducherry Distilleries Ltd., a sum as decided by the

authority mentioned in Schedule F for each. The decision of the Managing Director shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

CLAUSE 19E

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

CLAUSE 19F

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

1. Leave:

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

2. Pay:

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

3. 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 six months immediately preceding the date on which she proceeds on leave.

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

CLAUSE 19G

In the event of the contractor(s) committing a default or breach of any of the provisions of the PDL, 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 as decided by the authority mentioned in Schedule F for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Managing Director, PDL shall be final and binding on the parties. Should it appear to the Managing Director, PDL that the contractor(s) is/ are not properly observing and complying with the provisions of the P.W.D. 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 Managing Director, PDL 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 Managing Director, PDL shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/ their own expense and as per 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 Managing Director, PDL shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Managing Director, PDL shall have the power

to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19H

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

- (i)
 - (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.
 - (b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.
 - (c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
 - (d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

- (ii)
 - (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Managing Director. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Managing Director and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.
 - (b) The contractor(s) shall provide each hut with proper ventilation.
 - (c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
 - (d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Managing

Director. Back to back construction will be allowed.

- (iii) Water Supply - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipelines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.
- (iv) The site selected for the camp shall be high ground, removed from jungle.
- (v) Disposal of Excreta - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.
- (vi) Drainage - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
- (vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- (viii) Sanitation- The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19I

The Managing Director 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.

In respect of maintenance/repair or renovation works etc. where the labours have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.

CLAUSE 19J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorizedly during construction, and is handed over to the Managing Director with vacant possession of complete building. If such building though completed is occupied illegally, then the Managing Director 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 Managing Director, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

CLAUSE 19K **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, it's scheduling and the list of qualified tradesmen along with 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 Managing Director. Failure on the part of contractor to obtain approval of Managing Director or 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 Managing Director as to whether particular tradesman possesses requisite skill and amount

of compensation in case of default shall be final and 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.

For work costing more than Rs. 10 Crores, and up to Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the PWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen.

For work costing more than Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in coordination with the PWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen. The cost of such training as stated above shall be borne by the PDL. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.

CLAUSE 19L
Contribution of EPF
and ESI

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Managing Director, PDL to the contractor on actual basis. The verification of deployment labour will be done through biometric attendance system or any other suitable method by Managing Director, PDL. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order

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 there under and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE 21
Work not to be
sublet. Action in case
of insolvency

The contract shall not be assigned or sublet without the written approval of the Managing Director. 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 Puducherry Distilleries Ltd., 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 Managing Director shall have power to adopt the course specified in Clause 3 hereof in the interest of Puducherry Distilleries Ltd., and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 22

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Puducherry Distilleries Ltd., 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 be
intimated

Where the contractor is a partnership firm, the previous approval in writing of the Managing Director 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 CLAUSES OF CONTRACT 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 be taken, and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24
Life Cycle Cost

The contractor shall be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding forty-five days after issue of notice by the Managing Director, PDL. If contractor does not take corrective action within 45 days, then action for debarring of the agency shall be taken by the appropriate authority.

CLAUSE 26

Contractor to indemnify Govt. against patent Rights

The contractor shall fully indemnify and keep indemnified the Managing Director 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 Puducherry Distilleries Ltd., 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 there from, provided that the contractor shall not be liable to indemnify the Managing Director 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 Managing Director 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 Managing Director payable of measurement, the Managing Director may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Managing Director 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 are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Managing Director.

**CLAUSE 29
Withholding and lien in respect of sum 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 Managing Director or the Puducherry Distilleries Ltd., shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and

for the purpose aforesaid, the Managing Director or the Puducherry Distilleries Ltd., shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have alien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Managing Director or the Puducherry Distilleries Ltd., 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 there after become payable to the contractor under the same contractor any other contract with the Managing Director of the Puducherry Distilleries Ltd., or any contracting person through the Managing Director 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 Managing Director or Puducherry Distilleries Ltd., will be kept withheld or retained as such by the Managing Director or Puducherry Distilleries Ltd., 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 the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Managing Director or the Puducherry Distilleries Ltd., 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) Puducherry Distilleries Ltd., shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for Puducherry Distilleries Ltd., 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 Puducherry Distilleries Ltd., to the contractor, without any interest thereon whatsoever.

Provided that the Puducherry Distilleries Ltd., 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 Managing Director on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Managing Director, PDL.

CLAUSE 29A
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 Managing Director or the Puducherry Distilleries Ltd., or any other contracting person or persons through Managing Director against any claim of the Managing Director, Puducherry Distilleries Ltd., 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 Managing Director, the Puducherry Distilleries Ltd., 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 Managing Director or the Puducherry Distilleries Ltd., will be kept withheld or retained as such by the Managing Director or the Puducherry Distilleries Ltd., 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 29B
Lien in respect of
claims in other
Contracts

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 for imported labour has been fixed by State or Regional Labour Committees not

more than that ceiling price shall be paid to the labour by the contractor. The contractor shall immediately remove any labourer who may be pointed out by the 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 Managing Director, PDL 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 the following areas: Districts of Dhanbad, Hazaribagh, Jamtara - a Sub-Division under Santhal Pargana Commissionery, Districts of Bankuara, Birbhum, Burdwan, District of Bilaspur. Any other area which may be declared a Controlled Area by or with the approval of the Central Government

CLAUSE 30
Water for Works

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

(i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Managing Director, PDL.

(ii) The Managing Director, PDL shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Managing Director, PDL, unsatisfactory.

CLAUSE 30A
Alternate Water
Arrangements

The contractor shall be allowed to construct temporary wells in Government land for taking water for construction purposes only after he has got permission of the Managing Director, PDL 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 31

Hire of Plant & Machinery

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.

**CLAUSE 32
Employment of
Technical Staff and
Employees**

Contractors Superintendence, Supervision, Technical Staff & Employees

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

(ii) The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Managing Director, PDL, the name(s), 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'. Even if the contractor (or partner(s) in case of firm/ company) is himself/ herself an Engineer, it is necessary on the part of the contractor to employ principal technical representative/ technical representative (s) as per stipulation in Schedule 'F'.

The Managing Director, PDL shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(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 from Managing Director, PDL 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 other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Managing Director, PDL 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 stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Managing Director, PDL and shall also note down instructions conveyed by the Managing Director, PDL 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 Managing Director, PDL 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 Managing Director, PDL, 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 (nonrefundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Managing Director, PDL 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 Managing Director, PDL shall have full powers to suspend the execution of the work until such date as 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) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill/ final bill and shall produce evidence if at any time so required by the Managing Director, PDL.

(iii) 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 Managing Director, PDL 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 Managing Director, PDL to be undesirable. Such person shall not be employed again at works site without the written permission of the Managing Director, PDL and the persons so removed shall be replaced as soon as possible by competent substitutes.

(iv) For works with estimated cost more than Rs. 10 Crores and stipulated time period more than 6 months: The contractor shall ensure that at least one deployed technical representative shall be trained in courses related to PWD specifications, labour laws, safety rules etc. of duration not less than 5 working days either through National PWD Academy (NCA) or National Institute of Construction Management and Research (NICMAR) or CIDC or any other similar reputed and recognized Institute managed or certified by State/Central Government. The training cost and other cost related to training shall be borne by the contractor. The contractor shall ensure that at least one technical representative is trained within six months of start of work. The time period of six months can be relaxed by the Managing Director, PDL depending upon the frequency of training course organized by NCA.

If the contractor fails to ensure that at least one technical representative is trained in the above mentioned course till completion of work or one year from start of work, whichever is earlier, then a non-refundable recovery of Rs. 50,000/- shall be made from the bill of the contractor. Decision of Managing Director, PDL in this regard shall be final and binding on the contractor.

CLAUSE 33
Levy/ Taxes payable
by Contractor

- (i) (i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect except as provided under Clause 38.

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

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India 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 India 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 34
Conditions for
reimbursement of
Levy/ Taxes if levied
after receipt of
Tenders

- (i) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/ levies/cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.

- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Managing Director, PDL and shall also furnish such other information/ document as the Managing Director, PDL may require from time to time.

- (iii) (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such tax or levy or cess give a written notice thereof to the Managing Director, PDL that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 35
Termination of
Contract on death of
contractor

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Managing Director shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 36
If relative working in
PDL then the
contractor not
allowed to tender

The contractor shall not be permitted to tender for works in the PDL for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the C.P.W.D. or in the Ministry of Housing and Urban Affairs. Any breach of this condition by the contractor would render him liable to be removed 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 PWD for any breach of this condition. **NOTE:** By the term "near relatives" is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

CLAUSE 37
No Gazetted
Engineer to work as
Contractor within
one year of
retirement

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

CLAUSE 38
Theoretical
consumption of
Materials

- (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 Puducherry Distilleries Ltd., for use in the work shall be calculated on the basis and method given hereunder: -

- (a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above-mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Managing Director, PDL
 - (b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Managing Director, 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. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets It shall be 10%), such determination & comparison being made diameter wise & category wise.
 - (d) For any other material as per actual requirements. Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F' For nonscheduled items, the decision of the Superintending Engineer CE regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.
- (ii) The said action under this clause is without prejudice to the right of the Puducherry Distilleries Ltd., to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

CLAUSE 39

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 Managing Director 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 warlike operation, the contractor shall when ordered (in writing) by the Managing Director 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 Managing Director, such payments being in addition to compensation up to 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 Managing Director up to Rs.2,00,000/- and by the next higher Officer for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Managing Director regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P (Air Raid Precaution). Officers or the Managing Director (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 Managing Director.

**CLAUSE 40
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 41
Release of Security
Deposit after labour
clearance

The Security Deposit of the work shall be refunded if no labour complaint has been received from the labour officer till the due date of its payment. If a labour complaint is received during this period, the Managing Director, PDL shall, after issue of notice in this regard to the contractor, deduct the amount required to settle the complaint from his security deposit and refund the balance amount.

INTEGRITY PACT

(Integrity Pact is applicable for all works of estimated cost put to tender equal to or more than the threshold value given in Schedule-F)

This Integrity Pact is made at on this day of 20

BETWEEN

Managing Director, PDL represented by the Puducherry Distilleries Ltd., (hereinafter referred to as the Principal, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assignees)

AND

.....

(Name and address of the bidder)

(Hereinafter referred to as the Bidder/ Contractor and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assignees)

Preamble

WHEREAS the Principal has floated the tender (NIT No.....) (hereinafter referred to as the Tender) and intends to award, under laid down organizational procedure, contract for (Name of work) hereinafter referred to as the Contract.

AND WHEREAS the Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as Integrity Pact), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned hereunder.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Integrity Pact witnesses as under:

Articles

Article 1: Commitment of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the Principal, personally or through any of his/ her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/ Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/ Contractor(s)

1. It is required that each Bidder/ Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/ Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/ Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/ PC Act. Further the Bidder(s)/ Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s) / Contractor(s) of Indian nationality shall disclose names and addresses of foreign agents/ representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/ parallel tender for the same item.
 - (e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
 - (f) Bidder(s)/ Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
3. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice, willful misrepresentation or omission of facts or submission of fake/ forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm use coercive practices (which shall include the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property) to influence their participation in the tendering process.

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal under law or the contract or its established policies and laid down procedures, the Principal shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/ Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal absolute right:

1. If the Bidder(s)/ Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/ Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal. Such exclusion may be forever or for a limited period as decided by the Principal.
2. Forfeiture of Earnest Money Deposit/Performance Guarantee/ Security Deposit: If the Principal has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/ determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the entire amount of Earnest Money Deposit /Performance Guarantee and Security Deposit of the Bidder/ Contractor.
3. Criminal Liability: If the Principal obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal.
3. If the Bidder/ Contractor can prove that he has resorted/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in

conformity with this Integrity Pact. The Bidder/ Contractor shall be responsible for any violation(s) of the principles laid down in this agreement by any of its Subcontractors/sub-vendors.

2. The Principal will enter into pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal will disqualify Bidders who do not submit the duly signed Integrity Pact between the Principal and the Bidder along with the Tender or violate its provisions at any stage of the Tender process.

Article 6-Duration of the Pact

This Integrity Pact begins when both the parties have legally signed it. It expires for the Contractor 12 months after the completion of work under the contract or expiry of defect liability period or last payment made under the contract, whichever is later and for all other bidders, 6 months after the Contract has been awarded. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged/ determined by the ADG/ SDG, PWD concerned.

Article 7- Other Provisions

1. This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarter of the Division of the Principal, who has floated the tender.
2. Changes and supplements as well as termination notice need to be made in writing.
3. If the Contractor is a partnership or a consortium, this Integrity Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Integrity Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Integrity Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs
6. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Pact, any action taken by the Principal in accordance with this Integrity Pact or interpretation thereof shall not be subject to arbitration.
7. In view of the nature of integrity pact, the Integrity Pact is irrevocable and shall remain valid even if the main tender/contract is terminated till the currency of the integrity pact.
8. If any complaint regarding violation of IP is received directly by the Principal in respect of the contract, the same shall be referred to the IEM for comments/recommendations

Article 8– Independent External Monitor (IEM)

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission (Names and address of IEMs are as mentioned in Schedule-F). The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders / Contractors as confidential.
3. The Bidder(s)/ Contractor(s) accepts that the IEM has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor, The Contractor will also grant the IEM, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to sub- contractors.

4. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The IEM has also signed 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest'. In case if any conflict of interest arising at a later date, the IEM shall inform the Managing Director, PDL and recuse himself/ herself from that case.
5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the SDG/ADG concerned within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the ADG/SDG concerned, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the ADG/SDG concerned has, within a reasonable time, not taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner.
8. The Principal will provide to the IEM sufficient information about all meetings among the parties related to the project provided such meetings could have impact on contractual relations between the Principal and the contractor. The parties will offer to the IEM the option to participate in such meetings.
9. The word IEM or monitor would include both singular and plural.

Article 9- Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/ Contact documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
 (For and on behalf of Principal)

.....
 (For and on behalf of Bidder/Contractor)

WITNESSES:

- 1
(signature, name and address)
- 2
(signature, name and address)

Place:

Dated:

Note: To be signed by the Bidder and the Managing Director, PDL.

PUDUCHERRY DISTILLERIES LTD., SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to $1\frac{1}{4}$ horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least ¼" for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
 - (b) Safety Measures for digging bore holes: -
 - (i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
 - (ii) During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;
 - (iii) Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;
 - (iv) After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
7. Demolition - Before any demolition work is commenced and also during the progress of the work,

- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Managing Director should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned: - The following safety equipment shall invariably be provided.

- i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
- iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
- iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to: -
 - a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
 - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.

- i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Managing Director may decide the time up to which a worker may be allowed to work continuously inside the manhole.
 - j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
 - k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
 - l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
 - m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non-sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Managing Director regarding the steps to be taken in this regard in an individual case will be final.
- vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken: -
- a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
- (vii) Workmen executing work on scaffolds or other structures above specified height shall be provided with full body harness and fall arresters.

9. An additional clause(viii) (i) of Central Public Works Department Safety Code(iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:

- i) White lead, sulphate of lead or product containing this pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
- ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.

- iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - v) Overall, shall be worn by working painters during the whole of working period.
 - vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of Puducherry Distilleries Ltd.,
 - viii) Puducherry Distilleries Ltd., may require, when necessary medical examination of workers.
 - ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions: -
- i)
 - a) These shall be of good mechanical construction, sound materials and adequate.
 - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - iv) In case of Puducherry Distilleries Ltd., machines, the safe working load shall be notified by the Electrical Managing Director. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Managing Director whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of

the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Managing Director of the Puducherry Distilleries Ltd., or their representatives.
16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

**Models Rules for the Protection of Health and Sanitary Arrangements for Workers Employed by
Puducherry Distilleries Ltd., or its Contractors**

1. APPLICATION

These rules shall apply to all buildings and construction works in Puducherry Distilleries Ltd., in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

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

3. FIRST-AID FACILITIES

- (i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- (ii) The first-aid box shall be distinctly marked with a red cross on white background and shall contain
 - a) For work places in which the number of contract labour employed does not exceed 50-the following equipment: -

Each first-aid box shall contain the following equipments: -

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

6. 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
7. 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
8. 1 roll of adhesive plaster.
9. 1 snake bite lancet.
10. 1 (30 gms.) bottle of potassium permanganate crystals.
11. 1 pair scissors.
12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes /Government of India.
13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
14. Ointment for burns.
15. A bottle of suitable surgical antiseptic solution.

- (iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- (iv) Nothing except the prescribed contents shall be kept in the First-aidbox.
- (v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- (vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.
- (vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- (viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. **DRINKING WATER**

- (i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- (ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- (iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.
- (iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. **WASHING FACILITIES**

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

- (ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- (iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS

- (i) Latrines shall be provided in every work place on the following scale namely :-
 - a) Where female are employed, there shall be at least one latrine for every 25 females.
 - b) Where males are employed, there shall be at least one latrine for every 25 males. Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.
- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- (iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- (iv) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
 (b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- (v) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- (vi)
 - a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
 - b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- (vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- (viii) Disposal of excreta :- Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).
- (ix) The contractor shall at his own expense, carry out all instructions issued to him by the Managing Director to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may

be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

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

Provided that the Managing Director may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRECHES

- (i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a,b& c.
- (ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- (iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- (iv) The contractor shall provide one year to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
- (v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

- (i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- (ii) The canteen shall be maintained by the contractor in an efficient manner.
- (iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- (iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- (v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year.
Provided that the inside walls of the kitchen shall be lime-washed every four months.
- (vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- (vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

- (viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- (ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.
- (x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre (10 sqft) per diner to be accommodated as prescribed in sub-Rule 9.
- (xi)
 - (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
 - (b) Washing places for women shall be separate and screened to secure privacy.
- (xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- (xiii)
 - (a)
 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipments necessary for the efficient running of the canteen.
 2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
 - (b)
 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
 2. A service counter, if provided, shall have top of smooth and impervious material.
 3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.
- (xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- (xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.
- (xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:-
 - (a) The rent of land and building.
 - (b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
 - (c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
 - (d) The water charges and other charges incurred for lighting and ventilation.
 - (e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.
- (xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. **ANTI-MALARIAL PRECAUTIONS**

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Managing Director including the filling up of any borrow pits which may have been dug by him.

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

12. **AMENDMENTS**

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

Puducherry Distilleries Ltd., Contractor's Labour Regulations

1. SHORTTITLE

These regulations may be called the Puducherry Distilleries Ltd., Contractors Labour Regulations.

2. DEFINITIONS

- i) **Workman** means any person employed by Puducherry Distilleries Ltd., or its contractor directly or indirectly through a subcontractor with or without the knowledge of the Puducherry Distilleries Ltd., to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person:-
 - a) Who is employed mainly in a managerial or administrative capacity : or
 - b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or
 - c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

No person below the age of 14 years shall be employed to act as a workman.

- ii) **Fair Wages** means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.
 - iii) **Contractors** shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.
 - iv) **Wages** shall have the same meaning as defined in the Payment of Wages Act.
3. i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.

- iii)
- a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.
- b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- c) Where a contractor is permitted by the Managing Director to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. **DISPLAY OF NOTICE REGARDING WAGES ETC**

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

5. **PAYMENT OF WAGES**

- i) The contractor shall fix wage periods in respect of which wages shall be payable.
- ii) No wage period shall exceed one month.
- iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

- vi) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- vii) All wages shall be paid in current coin or currency or in both.
- viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Managing Director under acknowledgment.
- x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Junior Engineer or any other authorized representative of the Managing Director who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
- xi) The contractor shall obtain from the Junior Engineer or any other authorized representative of the Managing Director as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form: -

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

6. **FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES**

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following: -
 - a) Fines
 - b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
 - e) Any other deduction which the Central Government may from time to time allow.
- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

Note :- An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-X

- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.
- (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. LABOUR RECORDS

- (i) The contractor shall maintain a **Register of persons employed** on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV)
- (ii) The contractor shall maintain a **Muster Roll** register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
- (iii) The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).
- (iv) Register of accident - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
 - a) Full particulars of the labourers who met with accident.
 - b) Rate of Wages.
 - c) Sex
 - d) Age
 - e) Nature of accident and cause of accident.
 - f) Time and date of accident.
 - g) Date and time when admitted in Hospital,
 - h) Date of discharge from the Hospital.
 - i) Period of treatment and result of treatment.
 - j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - k) Claim required to be paid under Workmen's Compensation Act.
 - l) Date of payment of compensation.
 - m) Amount paid with details of the person to whom the same was paid.
 - n) Authority by whom the compensation was assessed.
 - o) Remarks
- (v) The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) Rules 1971 (Appendix-XI) The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X)
- (vi) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 (Appendix-XII)

- (vii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)
- (viii) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV)

8. ATTENDANCE CARD-CUM-WAGE SLIP

- (i) The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen form (Appendix-VII)
- (ii) The card shall be valid for each wage period.
- (iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- (iv) The card shall remain in possession of the worker during the wage period under reference.
- (v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- (vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

9. EMPLOYMENT CARD

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

10. SERVICE CERTIFICATE

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

11. PRESERVATION OF LABOUR RECORDS

All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Managing Director or Labour Officer or any other officers authorized by the Ministry of Urban Development in this behalf.

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The Labour Officer or any person authorized by Central Government on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

13. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Managing Director concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Managing Director after the Superintending Engineer Puducherry Distilleries Ltd., has given his decision on such appeal.

- (i) The Managing Director shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the Superintending Engineer, Puducherry Distilleries Ltd., as the case may be.

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorized may appeal against such decision to the Superintending Engineer concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Managing Director concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

- (i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:-
 - a) An officer of a registered trade union of which he is a member.
 - b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
 - c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- (ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :-
 - a) An officer of an association of employers of which he is a member.
 - b) An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.
 - c) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.
- (iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

16. INSPECTION OF BOOKS AND SLIPS

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Central Government on his behalf.

17. **SUBMISSIONS OF RETURNS**

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

18. **AMENDMENTS**

The Central Government may from time to time add to or amend the regulations and on any question as to the application/Interpretation or effect of those regulations the decision of the Superintending Engineer concerned shall be final.

REGISTER OF MATERNITY BENEFITS (Clause 19 F)

Appendix I

Name and address of the contractor.....

Name and location of the work.....

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

Date on which maternity leave commenced and ended

Date of delivery / miscarriage	In case of delivery		In case of miscarriage	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

Leave pay paid to the employee

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

SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR IN CENTRAL PUBLIC WORKS DEPARTMENT WORKS.

Appendix II

Name and address of the contractor.....

Name and location of the work

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

Labour Board

Appendix III

Name of work.....

Name of Contractor.....

Address of Contractor.....

Name and address of Puducherry Distilleries Ltd., Engineer

Name of Puducherry Distilleries Ltd., Labour Officer

Address of Puducherry Distilleries Ltd., Labour Officer

Name of Labour Enforcement Officer.....

Address of Labour Enforcement Officer.....

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

Weekly holiday.....

Wage period

Date of payment of wages.....

Working hours

Rest interval.....

Appendix IV

**Form-XIII(See Rule 75)
Register of workmen Employed by Contractor**

Name and address of contractor.....
 Name and address of establishment under which contractis carriedon.....
 Nature and location of work.....
 Name and address of Principal Employer.....

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

**Form-XVI (See Rule 78(2)(a))
Muster Roll**

Name and address of contractor.....
.....

Name and address of establishment under which contract is carried on.....

Nature and location of work.....
.....

Name and address of Principal Employer.....

For the Month of fortnight.....
.....

Sl. No.	Name of workman	Sex	Father's/ husband's name	Dates					Remarks
				1	2	3	4	5	
1	2	3	4						6
				1	2	3	4	5	

**Form-XVII (See Rule 78(2)(a))
Register of Wages**

Name and address of contractor.....
 Name and address of establishment under which contract is carried on.....
 Nature and location of work.....
 Name and address of Principal Employer.

Wages Period: Monthly/Fortnight

Sl. No.		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Name of workman																	
Serial No. in the register of workman																	
Designation/nature of work done																	
No. of days worked																	
Units of work done																	
Daily rate of wages/piece rate																	
Amount of wages earned	Basic wages																
	Dearness allowances																
	Overtime																
	Other cash payments (indicate nature)																
	Total																
Deductions if any (indicate nature)																	
Net amount paid																	
Signature of thumb impression of the workman																	
Initial of contractor or his representative																	

Wage Card

Wage Card No.

Name and Address of Contractor Date of Issue

.....

Name and location of work Designation

.....

Name of workman ,,..... Month / Fortnight

.....

Rate of wages

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

..... the sum of Rs.

..... on account of my wages

Received from

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

Signature

Form-XIX
[See rule 78 (2) (b)]
Wages Slip

Name and Address of
contractor.....

Name and Father's/husband's name of
workman.....

Nature and location of
work.....

For the Week/Fortnight/Month
ending.....

1. No. of days
worked.....
2. No. of units worked in case of piece rate
workers.....
3. Rate of daily wages/piece
rate.....
4. Amount of overtime
wages.....
5. Gross wages
payable.....
6. Deduction, if
any.....
7. Net amount of wages paid.....

Initials of the contractor or his representative

**Form-XIV [See rule 76]
Employment Card**

Name and Address of
contractor.....

Name and address of establishment under which contract is carried on
.....

Name of work and location of work
.....

Name and address of Principal
Employer.....

1. Name of the
workman.....

2. Sl. No. in the register of workman employed
.....

3. Nature of
employment/designation.....

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

5. Wage Piod

6. Tenure of
employment.....

7. Remarks.....

Signature of contractor

**Form-XV (See Rule 77)
Service Certificate**

Name and address of contractor

.....

Nature and location of work

.....

Name and address of workman

.....

Age or date of birth

.....

Identification marks

.....

Father's Husband's Name

.....

Name and address of establishment in under which contract is carried on

.....

Name and address of Principal

Employer.....

Sl. No.	Total Period for which employed		Nature of Work done	Rate of wages (with particulars of unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with rule 7(v) of the Puducherry Distilleries Ltd., Contractor's Labour Regulations to be displayed prominently at the site of work both in English and local Language.

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

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

Form-XV (See Rule 77)
Form-XII (See Rule 78(2) (d))
Register of Fines

Name and Address of contractor

Name and address of establishment in under which contract is carried on.....

Nature and location of work

Name and address of Principal Employer

**Form-XX (See Rule 78(2) (d))
Register of Deduction for Damage of Loss**

Name and Address of contractor

Name and address of establishment in under which contract is carried on.....

Nature and location of work

Name and address of Principal Employer

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

**Form-XXII (See Rule 78(2) (d))
Register of Advances**

Name and Address of contractor

Name and address of establishment in under which contract is carried on.....

Nature and location of work

Name and address of Principal Employer

Sl. No.	1	2	3	4	5	6	7	8	9	10	11	
	Name of workman	Father's/Husband's name	Designation/ nature of employment	Wage Period and wages payable	Date and amount of advance given	Purpose(s) for which advance made	Number of installments by which advance to be repaid	Date and amount of each installment repaid	Date and which last installment was repaid	Remarks		

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

Form-XXIII (See Rule 78(2) (e))
Register of Overtime

Name and Address of contractor

Name and address of establishment in under which contract is carried on.....

Nature and location of work

Name and address of Principal Employer

**Appendix-XV
(FORM31)**

INDENTURE FOR SECURED ADVANCES

(Referred to in paragraphs 10.2.20 and 10.2.22 of CPW A Code)

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

THIS INDENTURE made the..... day of20..... BETWEEN (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the MANAGING DIRECTOR, PDL (hereinafter called the M.D, PDL which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated.....(hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the Managing Director that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the M.D, PDL has agreed to advance to the Contractor the sum of Rupees.....on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor onand the M.D, PDL has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees on or before the execution of these presents

paid to the Contractor by the M.D, PDL (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the M.D, PDL and declare as follows: -

- (1) That the said sum of Rupees advanced by the M.D, PDL to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the M.D, PDL as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the M.D, PDL against all claims to any materials in respect of which an advance has been made to him as aforesaid.
- (3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer Division (hereinafter called the Divisional Officer) and in the term of the said agreement.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's

custody and on his own responsibility and shall at all times be open to inspection by the Managing Director or any officer.

- (5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorised by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the President of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the President will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the President shall immediately on the happening of such default be repayable by the Contractor to the President together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the President in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the President to repay and pay the same respectively to him accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the President of the said sum of Rupees.....and any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the President may at any time thereafter adopt all or any of the following courses as he may deem best :-
 - (a) Size and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the President on demand.
 - (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the President under these presents and pay over the surplus (if any) to the Contractor.
 - (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.

In witness whereof the saidand..... by the order and under the direction of the President have hereunto set their respective hands the day and year first above written.

Signed, sealed and delivered by..... the said contractor in the presence of

.....

Signature

Witness Name

Address

Signed by.....by the order and direction of the President in the presence of

Signature

Witness Name

Address

APPENDIX - XVI

(Refer Clause 5)

FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIME

1. Name of contractor
2. Name of work as given in the agreement
3. Agreement no
4. Estimated amount put to tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time if has been given by authority in Schedule 'F' previously

Letter no. and date	Extension granted	
	Months	Days
(a) 1 st extension.....		
(b) 2 nd extension.....		
(c) 3 rd extension.....		
(d) 4 th extension.....		
(e) Total extension previously given		

9. Reasons for which extension have been previously given (copies of the previous applications should be attached)
10. Period for which extension if applied for
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last (for causes under clause 5.2/ and 5.3).

Submitted to the Authority indicated in Schedule-F With copy to the Managing Director, PDL and Sub-Divisional Officer

Signature of Contractor

Dated.....

On non-judicial stamp paper of minimum Rs. 100

(Guarantee offered by Bank to PDL in connection with the execution of contracts) Form of Bank Guarantee for Earnest Money Deposit / Performance Guarantee/ Security Deposit /Mobilization Advance

1. Whereas the Managing Director on behalf of Puducherry Distilleries Ltd., (hereinafter called "PDL") has invited bids under (NIT number) dated for.....(name of work) ...
..... The Government has further agreed to accept irrevocable Bank Guarantee for Rs. (Rupees only) valid up to (date)*.....as Earnest Money Deposit from (name and address of contractor) (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

Whereas the Managing Director (name of division)....., PWD on behalf of the Managing Director, PDL (hereinafter called "PDL") has entered into an agreement bearing number with(name and address of the contractor)(hereinafter called "the Contractor") for execution of work (Name of work) ...
.....The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. (Rupees only) valid up to (date)as Performance Guarantee/ Security Deposit/ Mobilization Advance from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

2. We, (indicate the name of the bank)(herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees only) on demand by the Government within 10 days of the demand.
3. We, (indicate the name of the Bank), do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only)
4. We, (indicate the name of the Bank), further undertake

to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

We, (indicate the name of the Bank) , further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. We, (indicate the name of the Bank) , further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
7. We (indicate the name of the Bank)....., undertake not to revoke this guarantee except with the consent of the Government in writing.
8. This Bank Guarantee shall be valid up tounless extended on demand by the Government notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date.....

Witnesses:

Authorized Signatory

1. Signature.....

Name and address

2. Signature.....

Name and address

*Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/three bid system from the date of submission of tender.

**In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/security deposit/mobilization advance, as the case may be.

PROFORMA OF SCHEDULES

(Separate Performa for Civil, Elect & Hort. Works in case of Composite Tenders)

SCHEDULE 'A'

Schedule of quantities (as per PWD-3)

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Conditions of contract

Name of work:

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

Estimated cost of work: Rs

- (i) Earnest money: Rs..... (to be returned after receiving performance guarantee)
- (ii) Performance Guarantee : 5% of tendered value.
- (iii) Security Deposit : 2.5% of tendered value.

SCHEDULE 'F'

GENERAL RULES: Officer inviting tender..... & DIRECTIONS

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(vi) Managing Director, PDL
.....
- 2(viii) Accepting Authority
.....

2(x)	Percentage on cost of materials and to cover all overheads and profits.	15% labour
2(x)(a)	Standard Schedule of Rates	2024-25.
2(xi) Ltd.,	Department	Puducherry Distilleries
9(ii)	Standard PWD contract Form GCC2023, PWD Form7/8 as modified & corrected up to	2023

Clause 1

- (i) Time allowed for submission of Performance Guarantee, programme chart (Time and progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying thereof from the date of issue of letter of acceptance days
 - (ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in
 - (i) above days
- (1 to 15 days to be filled by NIT approving authority)

Clause 2

Authority for fixing compensation under clause 2.

Clause 2A

Applicable clause2/ Clause 2A Yes/No

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start Mile stone(s) as per table given below: day

SI No.	Description of Mile stone (Physical)	Time Allowed in days (from date of start)	Amount to be with-held in case of non-achievement of milestone
1.			

2.			
3.			
4.			

Time allowed for execution of work.

Authority to decide:

- (i) Extension of time (Managing Director, PDL of Major Component in case of Composite Contracts, as the case may be)
- (ii) Rescheduling of mile stones.....(Managing Director, PDL of Major Component in case of Composite Contracts, as the case may be)
- (iii) Shifting of date of start in case of delay in handing over of site..... (Managing Director, PDL of Major Component in case of Composite Contracts, as the case may be)

PROFORMA OF SCHEDULES Clause 5 Schedule of handing over of site

Part	Portion of site	Description	Time Period for handing over reckoned from date of issue of letter of intent.
Part A	Portion without any hindrance		
Part B	Portions with encumbrances		
Part C	Portions dependent on work of other agencies		

Clause 6

Computerised Measure Book (CMB) / Electronic Measurement Book (EMB)

- (i) Mode of measurement: CMB/ EMB

Note: -One option to be kept by NIT approving authority.

Clause 7

Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.....

Clause7A

Whether clause 7A shall be applicable yes/No

Clause8A

Authority to decide compensation on account if contractor fails to submit completion plans.

Clause10A

List of testing equipment to be provided by the contractor at site lab

- 1. 2. 3.
- 4. 5. 6.

Clause10B(ii)

Whether Clause 10B (ii) shall be applicable

Yes/No

Clause10 C (Applicable in only those contracts where clause 10CC is not applicable)–

Component of labour expressed as percent of value of work: = %

Clause 10 CC–Applicable/Not Applicable (One Option to be kept by NIT approving authority)**A. For construction period**

S No.	Relevant component of Material/ Labour for price escalation	Percentage of total value of work
1	Cement component	
2	Labour component	
3	Civil Component of other Construction Materials	
4	E&M (Electrical and Mechanical) component of Construction Materials	
5	POL (Diesel) component	
6	Reinforcement steel bars/ TMTbars/ structural steels (including strands and cables) component	
7	Bitumen component	
	Total	100%

B. For maintenance period

S No.	Relevant component of Material/ Labour for price escalation	Percentage of total value of work
1	Labour component	
2	Civil Component of other Construction Materials	
3	E&M (Electrical and Mechanical) component of Construction Materials	
4	Bitumen component (For Road work component)	
	Total	100%

Clause11

Specifications to be followed for execution of work.....

Clause12

Authority to decide deviation upto1.5 time of tendered amount

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

- 12.4**
- (i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (Except items mentioned in earth work subhead in PSR and related items)
 - (ii) Deviation Limit for items mentioned in earthwork subhead of PSR and related items

Clause 16
Competent Authority for deciding reduced rates

Clause 18
List of mandatory machinery, tools & plants to be deployed by the contractor at site:

1	2	3
4	5	6
7	8	9

Clause 19C authority to decide penalty for each default

Clause 19D authority to decide penalty for each default

Clause 19G authority to decide penalty for each default

Clause 19K authority to decide penalty for each default

Clause 32

Requirement of Technical Representative(s) and recovery Rate

SI No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical /Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.							
2.							
3.							

4.						
5.						

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

Diploma holder with minimum 10year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

Clause38

- (i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Schedule of Rates printed by P.W.D.
- (ii) Variations permissible on theoretical quantities:
 - (a) Cement
 - For works with estimated cost put to tender not more than Rs.25lakh. 3% plus/minus.
 - For works with estimated cost put to tender more than Rs.25lakh. 2% plus/minus.
 - (b) Bitumen All Works 2.5% plus & only & Nil on minus side.
 - (c) Steel Reinforcement and structural steel sections for each diameter, section and category 2% plus/minus
 - (d) All other materials Nil

Provision of Independent External Monitors

- (i) Threshold value (Estimated cost put to tender) at and above which Integrity Pact would be applicable.....*
- (ii) Particulars of IEMs appointed by CVC:.....**

*This value has been decided as Rs.300crore.

**The present names and addresses of IEMs are given below.

S. No.	Name of IEM	Address
1	Shri Arvind Kumar Arora (IDSE – Retired) email:arvindarora333@gmail.com	B-333, Chittaranjan Park NewDelhi-110019 Mobile:8130588577,986823634 0

2	Shri Girraj Prasad Gupta (ICAS - Retired) email:gpgupta1804@gmail. com	E-94 (FF),GK1,NewDelhi-110048 Mobile:9868266056
3	Shri Swaminathan Kalyanam (IRSME - Retired) email:swaminathan.kaly@gmail.com	Flat no. 705, Tower One, AnsalSushant Estate, Sector-52, Gurugram - 122003 Mobile:9818798389

**Annexure showing quantities of materials for areas of surfacing to be considered
for working out minimum period of road roller**

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

12.	4 cm thick bitumen concrete surfacing using stone aggregate 3.8 Cu.m. (60% 20 mm nominal size and 40% 12.5 mm nominal size) per 100 m ² and coarse sand 1.9 Cu.m. per 100 m ² and hot cut back bitumen over a tack coat of hot cut back bitumen.	460 Sq.m.
13.	4 cm thick bitumen concrete surfacing using stone aggregate 4.8 Cu.m. (60% 25 mm nominal size and 40% 20 mm nominal size) per 100 m ² and coarse sand 2.4 Cu.m per 100Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen	370 Sq.m.
14.	6cm thick bitumen concrete surfacing using stone aggregate 5.8 Cu.m. (60 % 40 mm. nominal size and 40% 25mm nominal size) per 100 Sq.m. and coarse sand 2.9 Cu.m. per100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen. 280 Sq.m	230 Sqm
15.	7.5 cm thick bitumen concrete surfacing using stone aggregate 7.3 Cu.m. (60% 50mm nominal size and 40% 40 mm nominal size) per 100 Sq.m. and coarse sand 3.65 Cu.m.per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen.	750 Sqm
16.	2.5 cm bitumastic sheet using stone aggregate 1.65 Cu.m. (60% 12.5 mm nominal size, 40%10 mm nominal size) per 100 Sq.m. and coarse sand 1.65 Cu.m. per 100 Sq.m. and hot cut back bitumen over a tack coat of hot cut back bitumen.	750 Sq.m.