

## ITI LIMITED, RAE BARELI

Ref. No.: RB/Civil/Plant/Hort./04/22-23/  
Bid No: GEM/2022/B/2532305 dated 16.09.2022

Dated: 10.08.2022

### NOTICE INVITING TENDER

Online tender is invited through GeM portal on behalf of ITI Ltd., Rae Bareli from the contractors registered / working with CPWD / MES / central & state government departments / PSUs / ITI Ltd for the following work at ITI Limited, Rae Bareli.

S. N.	Name of work & NIT No.	Est. cost in lacs	EMD in Rs.	Completion period	Sale date of start close	Date of receipt opening
01-	NIT No.: RB / Civil / Plant / Hort. /04/22-23/ Name of Work: Horticulture maintenance work in Plant area	6.298 excluding GST	12600/-	Twelve Months	<u>16.09.2022</u> to <u>30.09.2022</u> (3:00PM)	<u>30.09.2022</u> (3:30PM)

Tenders will be accepted in two – bid system and **submission of bid shall be only through GeM portal.**

- 01- **The technical – cum-commercial bid in Envelope No.1:** It should contain the following documents.
- (a)- Satisfactory completion certificate with work order and Bill of quantities for similar nature of works like Horticulture Maintenance works issued by competent authority not below the rank of Executive Engineer of the Government Department mentioned above in the last seven years for an equal amount in single order. However, working contractors of ITI Limited will be eligible for the bid, if the cost of single order executed by them is 50% of estimated cost of this NIT being called for.
- (b)- Affidavit for proprietary / partnership deed / articles of association i/c changes in constitution of firm during last 03 years should be mentioned clearly.
- (c)- Photocopy of PAN Card in the name of firm.
- (d)- Photocopy of GSTIN Registration Certificate.
- (e)- Photocopy of EPF & Labour registration Certificate.
- (f)- Photocopy of MSME certificate (optional).
- (g)- Photocopy of ISO: 9001-2015 certificate.
- (h)- Tender Cost of Rs. 1180/- (One thousand one hundred eighty only) and EMD of Rs. 27338/- (Rupees twenty seven thousand three hundred thirty eight only) should be submitted in shape of Demand Draft favouring ITI Limited, Rae Bareli (Exempted for the bidders registered under MSME)
- (i)- The general conditions of contract duly signed with stamp as token of acceptance.
- 02- **The Price Bid:** It should contain the rates in our bill of quantity duly signed as token of acceptance.
- 03- Tenders must be submitted online only through GeM portal only.
- 04- Tenderers are requested or whenever asked to submit one copy of tender documents including all the mandatory/essential documents should be submitted by the contractor in the office of Manager (Civil) ITI Limited, Sultanpur Road, Doorbhash Nagar, Rae Bareli before last date of receipt of tender.
- 05- The sealed envelopes shall be super scribe with NIT No., Name of work and last date of receipt of tender on the top.
- 06- Contractor should submit monthly EPF and ESI report of their working man power with attendance and their wages must be transferred into their respective bank accounts.
- 07- Intending applicants are required to furnish details about their firm/organization, experience, competence etc. as per the Performa. Failing which shall lead to cancellation of application of tenderer.
- 08- Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies. Any agency blacklisted /debarred by ITI Limited will be ineligible to participate in the tendering process.
- 09- ITI Limited Reserves the right to accept or reject the tender without assigning any reason there off. Conditional tender will not be accepted.
- 10- Safety equipment must be provided by contractor itself before assigning the work. In case of any accident contractor is sole responsible itself and there will be no responsibility of ITI Limited.
- 11- Photographs, with date and time stamp before and after each job work, are needed to be submitted by contractor during submission of monthly bills.
- 12- Tenderers are requested to read the “General Conditions of Contracts” and “Instructions to Bidders for Online Bid Submission” carefully before submission of bid. For more details, tenderers may visit our web site [www.itilt-d-india.com](http://www.itilt-d-india.com) & <https://eprocure.gov.in>.

## SCHEDULE OF QUANTITY

Name of work: Horticulture maintenance works in Plant area.

NIT No: .: RB / Civil / Plant / Hort. /04/22-23/

S.N.	Description of Items
01-	Maintenance of existing gardens, horticulture nursery, public buildings which includes day to day watering, removal of weeds, mowing/grass cutting of lawns, preparation of beds, manuring, plantation of seeding, cutting, sowing of seeds etc., removal of weeds, hoeing, watering etc. i/c preparation & maintenance of ever green and seasonal potted plants as per seasonwise doe seasonal beds, horticulture nursery. Cutting & maintenance of hedges in all respects, spreading of fertilizers/manure, plant medicines etc. on need basis as per the instruction & direction of Er. - in - Charge (the existing T & P articles , materials , Garden PVC/rubber pipes and Lawn mower machine will be provided by the contractor for various work as mentioned in terms & conditions) i/c disposal of all types of malba into incinerator as per specification 01,02 and 03.
a-	Horticulture nursery
b-	Admin area (lawn & flower beds rose gardens)
c-	EDC Centre (Front and back)
d-	Front of ESS
e-	Left & front of Engineering building; EPD
f-	Front of crèche building, canteen & side
g-	Front and side of Engineering building; MPD lawn & rose garden and Chitwan Park near Fire Station
	NOTE: Area of rose bed : 800 sqm approx.
	Area of seasonal flower bed: 500 sqm approx.
	Area of lawn: 20000 sqm approx.
02-	Supply of cow - dung manure/cattle dung manure (for working out quantity supplied @ 8 % deduction for voids shall be made in stack measurement) as per requirement and direction of Engineer - in Charge.
03-	Misc. horticultural works, which are required to be executed on need basis as per direction of Engineer - in - Charge.
a-	Trimming of trees i/c disposal of branches etc. complete.
b-	Cutting of fallen trees i/c stacking properly as directed within factory area of various girth etc. complete
i-	Up to 30 cm

ii-	Above 30 cm & up to 60 cm
iii-	Above 60 cm & up to 120 cm
iv-	Beyond 120 cm
04-	Horticulture works, which are required to be executed as and when required as per instruction of Engineer - in - Charge. Shifting of earthen pot on various occasions & emergent nature of works (mode of measurement of such type of work will be got done on actual observation basis and each job will be consisting of one man day for the purpose of identifying the quantities).
05-	Putting flowers in flower pots daily in Admin, EPD & MPD Engineering buildings i/c plucking of seasonal flowers from flower beds & making proper bunch etc. i/c cleaning the flower pots etc. complete.

## SPECIFICATIONS

Name of work: Horticulture maintenance work in plant area.

NIT No: RB / Civil / Plant / Hort. /04/22-23/

In order to have proper upkeep of the rose gardens, lawns, potted plants, horticulture nursery and other horticultural activities, the contractor / agency will be solely responsible and the decision of Engineer – in – Charge shall be final and binding in all respects. The brief details of the activities are mentioned as under;

### **1.0 For Lawns:**

- 1.1 The grass cutting by manual / machine (lawn mower machines etc. with lead and PVC/Rubber pipe for Gardening will be arranged by the contractor itself) will be done all through during contract period so as to ensure that the lawns are always lush green. However the payments will be made on monthly basis based on joint measurements.
  - i- Lawn in front of Administrative building
  - ii- Employees Development Centre (inside & outside)
  - iii- In front of ESS (from gate no. 2 to scrap yard)
  - iv- Side and front of Engineering building, EPD
  - v- Side and front of Engineering building, MPD
  - vi- Side and front of crèche and canteen building
  - vii- Chitwan park near fire station
- 1.2 The contractor has to water the lawns as per seasonal requirement so as to ensure that the lawns are maintained as lush and green during the entire period.
- 1.3 Mowing / weeding have to be undertaken regularly so that lawns are free from weeds.
- 1.4 Spreading of good earth, manure, fertilizer, sprinkling of water etc. has to be done as per requirement.

### **2.0 Rose Garden:**

- 2.1 The entire operations as mentioned for maintenance of the lawn will be undertaken for rose garden by the agency during contract period.
- 2.2 Preparation of beds, manuring, plantation of seedlings, sowing of seeds, watering, hoeing works have to be carried out as per the direction of Engineer – in – Charge.
- 2.3 Manuring, spreading of fertilizers, plant medicines, de – weeding of the beds & maintenance of garden plants will be done as per need basis.

### **3.0 Potted Plants:**

- 3.1 Watering the evergreen potted plants carefully as per requirement of the season.
- 3.2 Manuring, de – weeding potting & re – potting of the plants, proper development and maintenance of the potted evergreen plants.
- 3.3 Preparation of pots by filling of mixture of manure & good earth in required proportion. Plantation of seedlings, de – weeding, hoeing, watering, sticking, threading etc., maintenance of the potted seasonal plants as per direction of Engineer – in – Charge.
- 3.4 Spraying / spreading of manure / fertilizer, plant medicines on need basis.
- 3.5 Preparations of supporting sticks for potted plants from bamboo are contractor's responsibility.

### **4.0 Supply of Manure:**

- 4.1 The supply of manure will be cow / cattle dung and will be more than six months old.
- 4.2 It should be free from all foreign particulars etc. and strictly confirming to the direction of Engineer – in – Charge.
- 4.3 It should be properly stacked for the purpose of measurement, which will be measured after 8 % deduction towards voids etc.

**5.0 Horticulture Nursery:**

- 5.1 (a) Preparation of seed beds, sowing of seeds, watering, weeding of seedlings etc.
- (b) Preparation of ever – green / hedge plants / timber plants by way of cutting and through sowing of seeds as per requirement.
- (c) Supply of prepared seedlings / plants, hedge plants etc. for plantation in different places being the areas maintained by the contractor i/c seasoned beds of nursery also.
- 5.2 Transportation of potted plants (ever – green / seasonal) for decoration at various places and its arrangement in decorative fashion on the various occasions as well as in normal day to day maintenance works is the responsibility of the contractor for which nothing will be paid extra.
- 5.3 Deployment of labours for watering and maintenance and arrangement of pots etc. during holidays, special occasions and as and when required without any extra payment for such services.
- 5.4 Supervision of the work carried out by the workman providing proper direction and guidance regarding manuring, applying pesticides and treatment of plants diseases and taking such other actions as and when required for the well being & healthy development of the plants, gardens in the said premises being maintained by the contractor.
- 5.5 It shall be the responsibility of the contractors to see that no damage occurs to the horticulture plants and Company's properties. In case any damages occur, the contractor shall be liable for payment of appropriate compensation as fixed by the Company.
- 5.6 The contractor under strict supervision and direction of the Engineer – in – Charge shall carry out all such horticultural operations.

# **Tender Documents**

for

Horticulture maintenance work in plant area

**ITI LIMITED, RAE BARELI**

Tender Ref No: RB / Civil / Plant / Hort. /04/22-23/

**Date of opening: 30/09/2022 (At 03.30 PM)**

**&**

**Office of the Manager – Civil, ITI Limited, Rae Bareli Plant.**

## TENDER FORM

**Manager (Civil)**

**M/S ITI LIMITED Rae Bareli,**

**(U.P.)- 229010**

**TENDER FOR The: "Horticulture maintenance work in plant area**

Dear Sir ,

I.....Son/Daughter of  
Prop/CEO/MD.....have read and examined the  
following documents relating to the above work:

- (a) Notice inviting tender.
- (b) Specifications/Schedule of rates.
- (c) Drawings.
- (d) General condition of contract including contractor's labour regulations, Model Rules for labour Welfare and safety code appended to these conditions together with the amendments there to .

I/we hereby tender for execution of the work referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates contained in schedule of rates and within the period of completion as stipulated for the total sum of Rs.....

(e) I/We have submitted tender cost by way of IPO/DD.....

(f) I/We have submitted EMD/Bid declaration form alongwith technical bid..... /-

In consideration of I/we being invited to tender, I/we agree to keep the tender open for acceptance for Three month from the due date of submission there of and not to make any modifications in its terms and conditions which are not acceptable the company.

If after the tender is accepted, I/we fail to commence the execution of the works as provided in conditions i/we agree that the company shall without prejudice to any or their right or remedy be at liberty to forfeit the said earnest money absolutely.

I/we further agreed in case My/Our tender is accepted, deposit the security amount in accordance with the general terms and conditions enclosed herewith.

I/we also undertake to complete all work and handover the same the same in a satisfactory manner to the company or their authorized representative within Two months in accordance with clause 12 of the general terms and conditions. I/We understand and note that the decision to entrust the above work to the lowest signed in the presence of :

ADDRESS:.....

YOURS FAITFULLY

DATE:.....

(CONTRACTOR)

Signed in the presence of following witnesses:

1. Witnesses:.....

Date: .....

Address: .....

.....

2. Witnesses:.....

Date: .....

Address: .....

.....

### NOTICE INVITING TENDER

- 1- Online item rate tenders in the prescribed form are invited from reputed contractors well experienced in Horticulture works for the execution of *Horticulture maintenance work in plant area* for I T I LIMITED, Doorbhash Nagar, Rae Bareli – 229010



- 2- The earnest money deposit is Rs. 12600/- (Rupees twelve thousand six hundred only). The tenderers shall pay this by Demand draft in favor of I T I, Rae Bareli issued by a Scheduled bank. The E.M.D. will be returned to the tenderer if his tender is not accepted without any interest on the amount.
- 3- The time allowed from the date of issue of work order for completion of work is up to 12 months.
- 4- The Price Bids of successful tenderers whose technical bids are found suitable shall be opened under intimation to tenderers.
- 5- Taxes will be applicable as per rules.
- 6- The tenders will be opened in presence of tenderers or their representatives who may like to be present.
- 7- Tenders shall remain firm and valid for acceptance for a period of Three Months from the last date of receipt of the tenders.
- 8- I T I LIMITED, Rae Bareli does not bind himself to accept the lowest tender and reserves to himself the right to accept or reject any or all the tenders either in whole or in part without assigning any reason for doing so.
- 9- I T I LIMITED, Rae Bareli reserves to himself the option to allot the work partly or wholly to a single or different contractor.
- 10- The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings if any and must visit the site and inspect the site of work and all the matters pertaining thereto. The tenderer is deemed to have studied and fully acquainted him with the working conditions etc. Once he tenders, no claim for the working conditions will be entertained.
- 11- The tender submitted on behalf of a firm shall be signed by all the partners or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the tender is liable to be rejected.
- 12- The tender form must be filled in English and all entries must be made by hand and written in ink. If any part of the document is missing or is unsigned, the tender will be considered invalid.
- 11- All erasures and alterations made while filling the tender must bear the initials of the tenderers. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void. No advice of any change in rate or conditions after the opening of the tender will be entertained.
- 12- The tenderer should attach with the tender a certified copy of a currently valid income tax clearance certificate and produce the original when asked for.
- 13- Conditional tenders are liable to be rejected.

## **GENERAL CONDITIONS OF CONTRACT**

### **Interpretation And Definitions**

- 1- **Singular & Plural** : Where the context so requires, words imparting the singular only also include the plural and vice versa.
- 2- **Headings and Marginal Notes to Conditions** : Heading and marginal notes to these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

- 3- **DEFINITIONS :** a)- ‘COMPANY’ shall mean “I T I LIMITED” having its registered & Corporate office at ITI Bhavan, Dooravaninagar, BANGALORE-560016, in the state of Karnataka and includes a duly authorized representative of the Company or any other person empowered in this behalf by the Company to discharge all or any of its functions.
- b)- The ‘Accepting Authority’ shall mean the Management of the Company and includes a duly authorized representative of the Company, or any other person empowered in this behalf by the Company.
- c)- The ‘Contract’ shall mean the notice inviting tender and acceptance thereof and the formal agreement, if any, executed between the Company and the contractor together with documents referred to therein including these Conditions with appendices and any special conditions, the specifications, design, drawings, schedule of quantities with rates and amounts and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- d)- The ‘Contractor’ shall mean the individual or firm or Company whether incorporated or not, undertaking the works and shall include legal representative of such individual or persons composing such firm or company as the case may be and permitted assigns of such individual or firm or company.
- e)- The ‘Contract Sum’ shall mean :
- In the case of Lump Sum Contracts, the sum for which the tender is accepted.
  - In the case of Percentage Rate Contracts, the estimated value of the works as mentioned in the tender adjusted by the Contractor’s percentage.
  - In the case of Item Rate Contracts, the cost of the works arrives at after extension of the quantities shown in Schedule of Quantities by the Item rates quoted by the tenderer for the various items.
- f)- A ‘Day’ shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- g)- ‘Engineer-in-Charge’ shall mean the Engineering Officer appointed by the Trust or his duly authorized representative who shall direct, supervise and be in charge of the works for purposes of this contract.
- h)- ‘Expected Risks’ are due to riots ( other than among contractor’s employees ) and civil commotion ( insofar as both these are uninsurable ), war ( whether declared or not ) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power any acts of Government, damage from aircraft, acts of God such as earthquake, lightning 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 the Company of the part of work in respect of which a certificate of completion has been issued or a cause solely due to Company’s faulty design of work.

Engineer – in – Charge

Signature of the Contractor

- i)- 'Market Rate' shall be the rate as decided by the Engineer - in - Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus ten (10) percent to cover all overheads and profit.
- j)- Schedule ( s ) referred to in these conditions shall mean the relevant schedule ( s ) annexed to the tender papers issued by the Company or the Standard Schedule of Rates prescribed by the Company and the amendments thereto from time to time.
- k)- The 'Site' shall mean the lands and / or other places on, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by the Company and the amendments thereto issued from time to time.
- l)- 'Temporary works' shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- m)- 'Urgent works' shall mean any urgent measures which, in the opinion of the Engineer-in-Charge, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security.
- n)- A 'Week' shall mean seven days without regard to the number of hours worked in any day in that week.
- o)- The 'Works' shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the Contract.

Engineer – in – Charge

Signature of the Contractor

## **SCOPE AND PERFORMANCE**

**Contract Documents :**

- 4- The Contractor shall be furnished free of charge one certified true copy of the Contract Documents (except standard specification and the Schedule of Rates) and of all further drawings which may be issued during the progress of the works. He shall keep one copy of these documents on the site in good order, and the same shall at all reasonable times be available for inspection and use by the Engineer-in-Charge, his representatives or by other Inspecting Officers.
- 4.1- None of these documents shall be used by the contractor for any purpose other than that of this contract.
- 4.2- The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Act 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such works under contract.

**Works to be carried out :**

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

**Inspection of Site :**

- 6- The Contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the ground & subsoil ( so far as is practicable ), the form & nature of the site, the quantities and nature of works and materials necessary for the completion of the work & means of access of the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies & other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

**Sufficiency of Tender :**

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

**Discrepancies and Adjustment of Errors :**

- 8- The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small scale drawings and figured dimensions in preference to scale and Special Conditions in preference to General Conditions.
- 8.1 In the case of discrepancy between schedule of quantity, the specifications and / or the drawings, the following order of precedence shall be observed.
- a. Description in Schedule of Quantities.
  - b. Particular Specification and Special Conditions, if any.
  - c. Drawings.
  - d. General Specifications.

Engineer – in – Charge

Signature of the Contractor

- 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 documents.
- 8.3- Any error in description, quantity or rate in Schedule of Quantities or any omission there from will 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 this obligations under the contract.

- 8.4- If on check there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following Rules:
- a. In the event of a discrepancy between description in words and figures quoted by a tenderer, the rate which corresponds to the amount worked out by the Contractor shall be taken as correct. When the amount of an item is not worked out by the Contractor or it does not correspond to the rate written either in figures or in words, the rate quoted by the Contractor in words shall be taken as correct.
  - b. In the event of error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the unit rate and quantity the unit rate shall be required as firm and extension shall be amended on the basis of the rate.
  - c. All errors in totaling in the amount column and in carrying forward totals shall be corrected.
  - d. The totals of various sections of Schedule of Quantities as amended shall be carried over to the General Summary and the tender-sum amended accordingly. The tendered sum so altered shall, for the purpose of the tender be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off totals in various sections of Schedule of Quantities or in General Summary, by the tenderer, shall be ignored.
  - e. In case of lump sum contracts based on Bills of Quantities (quantities not shown as provisional ), should any error in quantities or any omissions of items be discovered, the cumulative effect of which varies the contract sum by more than 5 % or Rs.20,000/- whichever is less, then the errors shall be rectified and the rectification dealt with as for deviation / variations under conditions 10 & 11 hereof, and the value thereof shall be added or deducted from the Contract Sum, as the case may be provided that there shall be no rectification of any errors, omissions, or wrong estimates in the prices inserted by the Contractor in the Bills of Quantities.

#### **The Earnest Money Deposit and Security Deposits**

- 9.a.i The Contractor shall deposit along with the tender 2% of the value of contract by way of Demand draft, which would be retained by the Company as part of the Security for the due and faithful fulfillment of the contract by the contractor. The total amount of Security Deposit including EMD payable by the contractor shall be 10% of the total value of the contract. Tenders, which are not accompanied by EMD are liable to be rejected.
- ii After adjusting EMD, the Contractor has to pay by way of Demand Draft, the difference between the 5% and EMD of the accepted tender value at the time of entering into an agreement.
  - iii The balance Security Deposit of 5% of the tendered value to make up the total security deposit 10% may be recovered from the Contractor's bills.
- b. The Security Deposit shall remain at the entire disposal of the Company as a Security for the satisfactory execution and completion of the works, in accordance with the conditions of the Contract.

Engineer – in – Charge

Signature of the Contractor

- c. The Company shall be at liberty to deduct and appropriate from the Security Deposit such compensations and dues as may be payable by the contractor under the Contract and the appropriation will be made good by further deduction from the contractor's subsequent interim bills, in the same manner as aforesaid, until the security deposit is restored to its full limit mentioned above.
- d. Refund of Security Deposit: One half of the Security Deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the Contractor on the Engineer-in-charge certifying in writing that the work has been completed as per condition 31 hereof, etc.

- e. On expiry of the Defects Liability period (referred to in condition 33 hereof) or on payment of the amount of the final bill payable in accordance with condition 49, whichever is later, the Engineer-in-charge shall on demand from the contractor, refund to him the remaining portion of the Security Deposit, provided the Engineer-in-charge is satisfied that there is no demand outstanding against the contractor.
- f. If the contractor so desires, the Company may consider refunding of the 5% Security Deposit recovered from the bills together with 5% initial security deposit after completion of the work and payment of the final bill, on production of a Banker's Guarantee for a like amount. This Banker's Guarantee shall be redeemed after completion of the defects liability period as envisaged in clause 33.

### **Deviation / Variations Extent & Pricing**

- 10- The Engineer - in - charge shall have power ( i ) to make alterations in, omissions from, additions to, or substitutions from 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 reason, and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer - in - charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified 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 hereinafter provided. No work shall be ordered by the Engineer - in - charge as a deviations and in the event of any deviation being ordered which is the opinion of the contractor changes the original nature of the contract, he shall nevertheless carry it out and the disagreement as to the nature of work and the rate to be paid therefor shall be resolved in accordance with condition 54.

Such deviations / variations shall however be limited to the following:

- ( i )- Lump sum contracts based on drawings & specification at 10% of contract value awarded.
  - ( ii )- All other contracts.
    - (a)- Where the estimated cost does not exceed Rs.10 lakhs, at 20% of contract value awarded.
    - (b)- Where the estimated cost exceeds Rs.10 lakhs, at 10% of contract value awarded.
- 10.1- The time of completion of the works shall, in the event of any deviations resulting in additional cost over the contract sum being ordered be extended as follows if requested by the contractor.
- (a)- in the proportion which the additional cost of the altered, additional or substituted work, bears to the original contract sum; plus.
  - (b)- 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer - in - charge.

Engineer – in – Charge

Signature of the Contractor

If any such item of work carried out by the contractor on the instructions of Engineer - in - charge, which is not covered by the “accepted schedule of rates”, rates for additional altered or substituted work shall be worked out in accordance with the following provisions in their respective order:-

- (i)- If the rate for the additional, altered or substituted work are specified in the contract for similar nature of the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- (ii)- If the rate for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.

- (iii)- If the altered, additional or substituted work include any work for which no rates is specified in the contract for the work and which cannot be derived from similar class of work of the contract, then such work shall be carried out at the rates entered in. C.P.W.D., D.S.R. of 2002 at ----- percent above / below the mentioned CPWD DSR rate.
- (iv)- If the rates for the additional, altered or substituted work cannot be determined in the manner specified in sub clause (i) to (iii) above, then the contractor shall within 7 days of the date of receipt of order to carryout the work, inform Engineer - in - charge of the rate which is his intention to charge for such class of work, supported by analysis of rate or rates claimed, and the Engineer - in - charge shall determine the rate or rates on the basis of the prevailing market rates and pay the contractor accordingly. However, the Engineer - in - charge , by notice in writing, will be at full liberty to cancel his order to carryout such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items falling under this clause.

### Suspension of Works

11(a)-The contractor shall, on receipt of the order in writing of the Engineer - in - charge, suspend the progress of the works or any part thereof till such time and in such manner as the Engineer - in - charge may consider necessary for any of the following reasons:-

- i)- On account of any default on the part of the contractor ; or
- ii)- For proper execution of the works or part thereof for reasons other than the default of the agency ;or
- iii)- For safety of the works or part thereof.

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

b)- If the suspension is ordered for reasons (ii) and (iii) in sub - para (a) above.

- i)- The contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25 % and
- ii)- if the total period of all such suspensions exceeds thirty days, the Contractor shall, in addition, be entitled to compensation, as the Engineer - in - charge may consider reasonable, in respect of salaries and / or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, provided the contractor submits his claim supported by details to the Engineer - in - charge within 14 days of the expiry of the period of 30 days.

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- c)- If the work or part thereof is/are suspended on the orders of the Engineer - in - charge for more than three months at a time, except when suspension is ordered for reason (i) In sub-para (a) above, the contractor may after receipt of such order serve a written notice on the Engineer - in - charge requiring permission within fifteen days from receipt by the Engineer - in - charge of the said notice, to proceed with the works 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 the Company under condition 10 or where it affects the whole of the works, as an abandonment of the works by the Company shall within 10 days of expiry of such period of 15 days give notice in writing of his intention to the Engineer - in - charge. In the event of the Contractor treating the suspension as an abandonment of the contract by the Company, he shall have no claim to payment of any compensation on account of any profit or advantage which he may 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 compensation, as the Engineer - in - charge may consider reasonable, in respect of salaries and / or wages paid by him to his employees and labour at site, remaining idle in consequence and of materials collected which could not be utilized on the works,

provided the contractor submits his claim supported by the details to the Engineer - in - charge within 28 days of the expiry of the period of 3 months.

### **Time And Extension For Delay**

- 12- The time allowed for execution of the works as specified in the contract or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from the 15<sup>th</sup> day after the date on which the Engineer - in - charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Company shall without prejudice to any other right or remedy, be at liberty to forfeit the earnest money absolutely.
- 12.1- As soon as possible after the contract is concluded, the Engineer - in - charge and the Contractor shall agree upon a 'Time and Progress chart'. 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 or sections of the work and maybe amended as necessary by agreement between the Engineer - in - charge & the Contractor within the limitations of the time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs where different progress schedule is specified) complete 1/ 8<sup>th</sup> of the whole of the work before 1/ 4<sup>th</sup> of the whole time allowed in the contract has elapsed; 3/ 8<sup>th</sup> of the work before 1/ 2 of such time has elapsed and three fourth before 3/4<sup>th</sup> of such time has elapsed.
- 12.2- If the works be delayed by.
- a- force majeure, or
  - b- abnormally bad weather, or
  - c- serious loss or damage by fire, or
  - d- civil commotion, local combination of workmen, strike or lockout, affecting any of the trades, employed on the works, or
  - e- delay on the part of other contractors or tradesmen engaged by Company in executing work not forming part of the contract, or
  - f- non - availability of stores, which are the responsibility of Company to supply, or
  - g- non - availability or break - down of Tools and plant to be supplied or supplied by company, or
  - h- any other cause which, in the absolute discretion of the Company is beyond the Contractor's control;
- Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer - in - charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer - in - charge to proceed with the works.

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- 12.3- Request for 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. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 12.4- In any such case the Company may give a fair & reasonable extension of time for completion of the work. Such extension shall be communicated by the Engineer - in - charge in writing, within 3 months of the date of receipt of such request by the Engineer - in - charge.

### **Plant and Equipment**

- 13- The Contractor shall arrange at his own expense all tools, plant and equipment ( hereinafter referred to as T & P ) required for the execution of the work, except the items which may be given to him on hire by the Company . Company's T & P hired to the contractor shall be conveyed by him at his expense from the place of issue to the site and back.
- 13.1- If the Contractor requires any item of T & P on hire from the Company over and above the requirements indicated by him at the time of submitting his tender, the Company will, if such item is available, hire it to the contractor at a rate fixed by the Engineer - in - charge.



- 13.2- The period of hire will be reckoned from the commencement of the day of issue upto the end of the day of return (including all recognized holidays) irrespective of the actual hour of issue and return. The contractor will be exempt from levy of any charges for the number of days he is called upon in writing by the Engineer - in - charge to suspend execution of the work, provided Company's T & P in questions has, in fact remained idle with the contractor because of the suspension, provided the contractor, in case the period of suspension, exceeds 11 days, returns Company's T & P to the place where it was issued.
- 13.3- The hire charges shall be reckoned as under :
- a- The first eight working hours (excluding a break of one hour) constitutes one working day.
  - b- Every working hour or part thereof in excess of 8 working hours, at the rate of 1/8<sup>th</sup> of the hire charges for a working day provided however if the Company has paid more than at the rate of 1/8<sup>th</sup> of the wages of the crew for overtime under Minimum Wages Act or any other law for the time being in force. The excess over 1/8<sup>th</sup> of the wages shall also be charged to the Contractor.
- 13.4- If at any time Company's T & P has not worked at all during a day except for a break-down, or has worked for less than 8 hours in a day, the contractor shall be charged for one working day.
- 13.5- If any item of Company's T & P has stopped working on account of a breakdown before it has worked for four hours in a day, the contractor will be charged for half a working day. If the item has stopped working after it has worked for more than four hours but less than 8 hours, the contractor will be charged for a full working day.
- 13.6- The hire charges mentioned in conditions 13 to 13.5 above cover charges of crew, stores for maintenance & cleaning purposes & fuel needed to start a machine at the time of issue. All other charges such as cost of fuel for running a machine, engine, oil, kerosene oil, etc. for working Company's T&P and all unskilled labour & water required for serving / wash out shall be borne by the contractor. The contractor shall permit the Engineer - in - charge to carry out periodical maintenance of Company's T&P & there will be no deduction in the hire charges for the period spent on such maintenance.

However, the contractor shall be allowed to return the tools and plants (issued by the Company) for purpose of repairs and for the duration of such repairs no hire charges shall be levied.

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- 13.7- The contractor shall be responsible for care and custody of Company's T&P (including employment of chowkidar (s) during the period Company's T&P remain with him and any damage (fair wear & tear excepted) to any of the equipment ( except for Expected Risks provided always the contractor has taken precautions necessary to protect it from such risks ) shall be made good at the contractor's expense to the satisfaction of the Engineer - in - charge unless such damage is caused because of negligence of crew provided by the Company.
- 13.8- The Company gives no guarantee in respect of output of his T&P hired to the contractor and no reduction in rates or any compensation shall be allowed on the ground that out-turn or performance of Company's T&P was not to the contractor's expectations.
- 13.9- Company's T&P hired to the contractor shall be returned at the place of issue (unless otherwise directed) by the contractor to the Engineer - in - charge on completion of the work or section of the work or either on termination of the hire by the Company as hereinafter provided on a written notice by the Engineer - in - charge. The Company is entitled to terminate the hire on two days notice without assigning any reason whatsoever and the contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of termination of hire of Company's T&P by the Company. In such an event, however, a reasonable extension of time shall be given by the Engineer - in - charge.
- 13.10- A Log Book for recording hours during which every item of Company's T&P issued to the contractor has worked each day shall be maintained by the member of the crew incharge thereof or any representative of the Engineer - in - charge appointed in that behalf and shall be daily attested by the contractor or his authorized agent. In case the

contractor contests correctness of any entry and / or fails to sign the Log Book, the decision of the Engineer - in - charge shall be final and binding on him. Hire charges shall be calculated in accordance with the entries in the Log Book.

#### **14.(a)- Materials to be Provided by the Contractor**

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

- 1- All materials to be provided by the contractor shall be in conformity with the specifications laid down in the contract and the contractor shall, if requested by the Engineer - in - charge, furnish proof to the satisfaction of the Engineer - in - charge, that the materials so comply.
- 2- The contractor shall, at his own expense and without delay, supply to the Engineer - in - charge samples of materials proposed to be used in the works. The Engineer - in - charge shall within seven days of supply of samples or within such further period as he may require intimate the contractor in writing, whether samples are approved by him are not. If samples are not approved, the contractor shall forthwith arrange to supply to the Engineer - in - charge for his approval fresh samples complying with the specifications laid down in the contract.
- 3- The Engineer - in - charge shall have full powers to require removal of any or all of the materials brought to site by the contractor which are not in accordance with the contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the contractor in removing rejected materials the Engineer - in - charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the contractor refusing to comply, he may cause the same to be supplied by other means. All costs; which may accrue upon such removal and / or substitution shall be borne by the contractor.
- 4- Subject as hereinafter provided in condition 53 all charges on account of octroi, terminal or sales / trade tax and other duties on materials obtained for the works from any source (excluding materials supplied by the Trust ) shall be borne by the contractor.

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- 5- The contractor shall indemnify the Company or any agent or employee of the Company against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights & shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the contract. In the event of any claim being made or action being brought against the Company or any agent, servant or employee of the Company in respect of any such matters as aforesaid, the contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Company but the contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the contractor only if the use was the result of any drawings and / or specifications issued after submission of the tender.
- 6- The Engineer - in - charge shall be entitled to have tests carried out as specified in the contract for any materials supplied by the contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the contractor and the contractor shall provide at his expense all facilities which the Engineer - in - charge may require for the purpose. If no tests are specified in the contract, and such tests are required by the Engineer - in - charge the contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the contractor only if the tests disclose that the said materials are not in accordance with the provision of the contractor.
- 7- Fresh Ordinary Portland Cement as per IS 269 - 1976 for the works shall be arranged by the contractor himself at his own cost, if required by the Company..

#### **14. ( b ) Materials to be supplied by the Company**

- 1- If after acceptance of the tender the contractor desires the Company to supply any other materials, such materials may be supplied by the Company, if available, at rates to be fixed by the Engineer - in - charge.
- 2- For the materials which the Company has agreed to supply to the contractor, he shall give a reasonable notice in writing of his requirements to the Engineer - in - charge in accordance with the agreed phased programme. Such Materials shall be supplied for the purposes of the contract only & the value of materials so supplied shall be set off or deducted, as and when materials are consumed in items of work for which payment is being made to the contractor, from any sums then due or which may thereafter become due to the contractor, under the contract. At the time of submission of bills, the contractor shall properly account for the materials issued to him to the satisfaction of the Engineer - in - charge and certify that balance of materials supplied is available at site.

For purposes of this contract, the cement shall be issued to the contractor at the rates of Rs. ....per bag.  
All the empty cement bags, in respect of cement issued by the Company, shall be returned to the authorised agents, and a certificate to this effect shall also be obtained from the authorised agents by the contractor and submitted with the final bill.

- 3- The materials will be issued from the Company's departmental stores. The contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary and incorporating or fixing materials in the works including all preparatory work of whatever description as may be required.
- 4- All materials issued to the contractor by the Company for incorporation or fixing in the works (including preparatory works) shall, on completion or on fore - closure of the works, be returned by the contractor at his expense, at the place of issue, after making due allowance for actual consumption , reasonable wear & tear and / or waste. If the contractor is required to deliver such materials at a place other than the place of issue, he shall do so and the transportation charges from the site to such place, less the transportation charges which could have been incurred by the contractor had such materials been delivered at the place or issue, shall be borne by the Company.

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- 5- Surplus materials returned by the contractor shall be credited to him by the Engineer - in - charge at rates not exceeding these at which these were originally issued to him after taking into consideration any deterioration or damage which may have been caused to the said materials while in the custody of the contractor.
- 6- If on completion of works the contractor fails to return surplus materials out of those supplied by the Company, then in addition to any other liability which the contractor would incur, the Engineer - in - charge may, by a written notice to the contractor, require him to pay within a fortnight of receipt of the notice, for such unreturned surplus materials at double the issue rates.
- 7- If cement is to be supplied by the Company, every cement godown shall be provided with two locks on each door. The key of one lock at each door shall remain with the Engineer - in - charge or his representative and that of the other lock with the contractor's authorised agent at site of works so that cement is removed from the godown only according to daily requirement with the knowledge of both the parties.

### **GENERAL :**

- 15- Materials required for the works whether brought by the contractor or supplied by the Company, shall be stored by the contractor only at places approved by the Engineer - in - charge, Storage and safe custody of materials shall be the responsibility of the contractor. Rent will be charged to the contractor for storage accommodation provided by the Company.
- 1- Company's official concerned with the contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works either on the site or at factory or workshop or other place (s) where such materials are assembled, fabricated, manufactured or at any place(s) where these are lying or from which these are being obtained and the contractor shall give such facilities as may be required for such inspection and examination.

- 2- All materials brought to site shall become and remain the property of the Company and shall not be removed off the site without the prior written approval of the Engineer - in - charge. But whenever the works are finally completed and advance, if any, in respect of any such material is fully recovered, the contractor shall at his own expense forthwith remove from the site all surplus materials originally supplied by him and upon such removal, the same shall revert in and become the property of the contractor.

**LABOUR :**

- 16- The contractor shall employ labour in sufficient numbers either directly or through sub - contractor, where such subletting is permitted, to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer - in - charge. The contractor shall not employ in connection with the works any person who has not completed his fifteenth years of age.
- a)- In this connection, the contractor shall be responsible for the implementation of the U.P. Factory Rules 1969 regarding employment of child / adolescent labour and in default of compliance with any of the provisions of the said rules, he shall indemnify the Company from any damages, penalties, fines, claims or any other cause of action against the Company on account of any action by the competent government authority or person.
- b)- The contractor shall not employ any person below the age of 14 years under the law and if any child / adolescent labour who is above the age of 14 years but not completed 18 years, a certificate of fitness shall be obtained by the contractor from the C.M.O., Raebareli, without which the contractor shall be liable for action as per provisions under the law.

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- 16.1- The contractor shall furnish to Engineer - in - charge at fortnightly intervals a distribution return of the number and description by trades of the work people employed on the works. The contractor shall also submit on the 4<sup>th</sup> and 19<sup>th</sup> of every month to the Engineer - in - charge a true statement showing in respect of second half of the preceding month and the first half of current month i )- the accident that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and ii )- the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 or rules made thereunder and the amount paid to them.
- 16.2- The contractor shall pay to labour employed by him either directly or through sub - contractor wages not less than fair wages as defined in the Contractor's Labour Regulations.
- 16.3- The contractor shall in respect of labour employed by him either directly or through sub - contractor comply with or cause to be complied with the Contractor's Labour Regulations in regard to all matters provided therein.
- 16.4- The contractor shall comply with the provisions of payment of wages Act,1936, Minimum wages Act, 1947, Employer's Liability Act, 1933, Workmen's Compensation Act, 1923, Industrial Disputes Act,1947, Maternity Benefit Act,1961 and Mines Act,1952 or any modifications there of or any other law relating thereto and rules made thereunder from time to time.
- 16.5- The contractor shall be liable to pay his contribution & the employee's contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provisions or "The Employees State Insurance Act 1948" as amended from time to time. In case the contractor fails to submit full details of his account of labour employed and the contribution payable the Engineer - in - charge shall recover from the running bills of the contractor an amount as assessed by him. The amount so recovered shall be Employees State Insurance.
- 16.6- The Engineer - in - charge shall on a report having been made by an Inspecting officer as defined in the contractor's labour regulations have the power to deduct from the moneys due to the contractor any sum 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 workers, non - payment of wages of deductions made from his or their wages which are not justified by the terms of the contractor non - observance of the said Contractors Labour Regulations.

- 16.7- The contractor shall indemnify the Trust against any payments to be made under and for observance of the regulations aforesaid without prejudice to his right to claim indemnity from sub - contractor.
- 16.8- In the event of the contractor committing a default or breach of any of the provisions of the aforesaid contractor's labour regulations as amended from time to time or furnishing any information or submitting or filling any Form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting Officers as defined in the Contractor's Labour Regulation. The contractor shall without prejudice to any other liability pay to the Company a sum not exceeding Rs. 50/- as liquidated damages for every default, breach or furnishing, making submitting, filling materially incorrect statements as may be fixed by the Engineer - in - charge and in the event of the contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50/- per day for each day of default subject to maximum of 1% of the estimated cost of the works as per tender. The Engineer - in - charge shall deduct such amount from bills or security deposit of the contractor and credit the same to the welfare fund constituted under Regulations. The decision of the Engineer - in - charge in this respect shall be final and binding.
- 16.9- **MODEL RULES FOR LABOUR WELFARE :-** The contractor shall at his own expense comply with or cause to be complied with Model Rules for labour welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid, the Engineer - in - charge shall be entitled to do so and recover the cost thereof from the contractor.

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16.10- **Safety Code :-**

The contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-charge, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case, the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the contractor.

- 1)- Failure to comply with Model Rules for Labour Welfare Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make contractor liable to pay to the Company as liquidated damages an amount not exceeding Rs. 50/- for each default, or materially incorrect statement. The decision of the Engineer-in-charge in such matters based on reports from the Inspecting officers as defined in the Contractor's Labour Regulation as appended to these conditions shall be final and binding and deduction for recovery of such liquidated damages may be made from any amount payable to the contractor.

**ADMISSION TO SITE :**

- 17- The contractor shall not be permitted to enter on (other than for inspection purpose) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be occupied by the contractor shall be defined and / or marked on the site plan, failing which these shall be indicated by the Engineer-in-charge at the site and the contractor shall on no account be allowed to extend his operations beyond these areas. In respect of any land allotted to the contractor for purposes of or in connection with the contract, the contractor shall have licence subject to the following and such other terms conditions as may be imposed by the licencer:
- i)- that he shall pay a nominal licence fee of Re.1/- per year or part of a year for use and occupation, in respect of each and every separate area of land allotted to him.
  - ii)- that such use or occupation shall not confer any right of tenancy of the land to the contractor.
  - iii)- that the contractor shall be liable to vacate the land on demand by the Engineer-in-charge.
  - iv)- that the contractor shall have no right to any construction over this land without the written permission of the Engineer-in-charge. In case, he is allowed to construct any structure he shall have to demolish & clear the same before handing over the completed work unless agreed to the contrary.

- 17.1- The contractor shall provide, if necessary or if required on the site, all temporary access thereto and shall alter adapt, and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-charge and make good all damage done to the site.

**SETTING OUT THE WORKS :**

- 18- The Engineer-in-charge shall supply dimensional drawings, levels and other information necessary to enable the contractor to set out the works. The contractor shall provide all setting out apparatus required and set out the works and be reasonable for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-charge any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-charge, in which case the cost of rectification shall be borne by the Company. The contractor shall protect and preserve all bench marks used in setting out the works till end of the Defects Liability period unless the Engineer-in-charge directs their earlier removal.

**SITE DRAINAGE :**

- 19- All water which may accumulate on the site during the progress of the works, or in trenches and excavations, from other than the expected risks shall be removed from the site to the satisfaction of the Engineer-in-charge and at the contractor's expense.

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**NUISANCE :**

- 20- The contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the site and to the public generally.

**MATERIALS OBTAINED FROM EXCAVATION :**

- 21- Materials of any kind obtained from excavation on the site shall remain the property of the Company and shall be disposed off as the Engineer-in-charge may direct.

**TREASURE TROVE, FOSSILS, etc. :**

- 22- All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be absolute property of the Company and the contractor shall take reasonable precautions to prevent his work men or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Engineer-in-charge with such discovery and carry out the Engineer-in-charge's direction as to the disposal of the same at the expense of the Company.

**PROTECTION OF TREES :**

- 23- Trees designated by the Engineer-in-charge shall be protected from damage during the course of the works and earth level within one meter of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing by the contractor at his own cost.

**WATCHING AND LIGHTING :**

- 24- The contractor shall provide and maintain at his own expense all lights, guards - fencing and watching when and where necessary or required by the Engineer-in-charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

**CONTRACOR'S SUPERVISION :**

- 25- The contractor shall either himself supervise the execution of the works or shall appoint a competent agent approved by the Engineer-in-charge to act on his behalf. If in the opinion of the Engineer-in-charge, the contractor has himself no sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the contractor shall at his own cost, employ as his accredited agent an Engineer approved by the Engineer-in-charge. Orders given to the contractor's agent shall be considered to have the same force if these had been given to the contractor himself. If the contractor fails to appoint a suitable agent as directed by the Engineer-in-charge, the

Engineer-in-charge shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the works.

### **INSPECTION AND APPROVAL :**

- 26- All works embracing more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer-in-charge or his authorised representative when each stage is ready. In default of such notice, the Engineer-in-charge shall be entitled to appraise the quality and extent thereof.
- 26.1- No work shall be covered up or put out of view without the approval of the Engineer-in-charge or his authorized representative and the contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination of foundations before permanent work is placed thereon. The contractor shall give due notice to the Engineer-in-charge or his authorized representative whenever any such work or foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, unless he considers it necessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundation. In the event of the failure of the contractor to give such notice he shall, if required by the Engineer-in-charge, uncover such work at the contractor's expense.

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- 26.2- Company's Officers concerned with the contract shall have powers at any time to inspect and examine any part of the work and the contractor shall give such facilities as may be required for such inspection and examination.

### **DUTIES AND POWERS OF ENGINEER- IN- CHARGE'S REPRESENTATIVE:**

- 27- The duties of the Representative of the Engineer-in-charge, are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the Company and not to make any variation in the works.
- 27.1- The Engineer-in-charge may from time to time delegate to his representative any of the powers and authorities vested in the Engineer-in-charge. Any written instruction or written approval given by the representative of the Engineer-in-charge to the contractor within the terms of such delegation shall bind the contractor and the Company as though it had been given by the Engineer-in-charge.
- 27.2- Failure of the representative of the Engineer-in-charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- 27.3- If the contractor is dissatisfied with any decision of the Representative of the Engineer-in-charge he shall be entitled to refer the matter to the Engineer-in-charge who shall thereupon confirm, reverse or vary such decision.

### **REMOVAL OF WORKMEN :**

- 28- The contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and the Engineer-in-charge shall be at liberty to object to and require the contractor to remove from the works any person employed by the contractor in or about the execution of the works who in the opinion of the Engineer-in-charge misconduct himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-charge.

### **UNCOVERING AND MAKING GOOD :**

- 29- The contractor shall uncover any part of the works and / or make openings or through the same as the Engineer-in-charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-charge. If any such part has been covered up or put out of view after being approved by the

Engineer-in-charge and is subsequently found on uncovering to be executed in accordance with the contract, the expenses of uncovering and making openings in or through, reinstating and making good the same shall be borne by the company. In any other case all such expenses shall be borne by the contractor.

**NORMAL WORKING HOURS AND WORK ON HOLIDAYS AND DURING NIGHT :**

- 30- The contractor shall carry out all the works during the normal working hours on the Company. The contractor shall not carry out any work on holidays and during nights, without prior permission in writing from the Engineer-in-charge.

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**31- COMPLETION CERTIFICATE :**

- 31.1- As soon as the work is completed, the contractor shall give notice of such completion to the Engineer-in-charge and within ten days of receipt of such notice, the Engineer-in-charge shall inspect the work and shall furnish the contractor with a certificate of completion indicating a) the date of completion, b) defects to be rectified by the contractor and / or c) items for which payment shall be made at reduced rates indicating the reasons therefor. When separate periods of completion have been specified for items or group of items, the Engineer-in-charge shall issue separate completion certificate for such item or groups of item. No certificates of completion shall be issued, nor shall the work be considered to be complete till the contractor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials, except such as are required for, rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor or the workmen and cleaned all dirt from all parts of building(s) in, upon or about which the work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased doors and sashes, oiled locks and fastenings, labelled keys clearly and handed them over to the Engineer-in-charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-charge. If the contractor shall fail to comply with any of the requirements of this condition as aforesaid on or before the data of completion of the works, the Engineer-in-charge may at the expense of the contractor fulfil such requirements and dispose of the scaffoldings, surplus materials and rubbish etc., as he thinks fit and the contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realised by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expense of fulfilling such requirements is more than the amount realised on such disposal as aforesaid, the contractor shall forthwith on demand pay such excess.
- 31.2- If at any time before the completion of the work, items or groups of items for which separate periods of completion have been specified, have been completed and if the Engineer-in-charge with the consent of the contractor takes possession of any part or parts of the same (any such part(s) being hereinafter in this conditions referred to as the relevant part) than notwithstanding anything expressed or implied elsewhere in this contract :-
- a)- Within 10 days of the date of completion of such items, groups of items or possession of the relevant part, the Engineer-in-charge shall issue completion certificate for the relevant part as in condition 31(1) above provided the contractor fulfils his obligations under that condition for the relevant part.
- b)- The Defects Liability Period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.



- c)- The contractor may reduce the value insured under condition 34 by the full value of the completed items or relevant part as estimated by the Engineer-in-charge for this purpose. This estimate shall be applicable for this purpose only and for no other.
- d)- For purposes of ascertaining compensation for delay under condition 32 in respect of any period during which the works are not complete the relevant part will be deemed to form a separate item or group, with date of completion as given in the contract or as extended under condition 12 and actual date of completion as certified by the Engineer-in-charge.

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### **COMPENSATION FOR DELAY:**

- 32- If the contractor fails to maintain the required progress in terms of condition 12 or to complete the work and clear the site on or before the contract or extended date / period of completion, he shall, without prejudice to any other right or remedy of the Company on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as may be fixed by the Company on the contract value of the work for every week that the progress remains below that specified in condition 12 or that the work remains incomplete. This will also apply to items or group of items for which separate period of completion has been specified. For this purpose, the term ‘ Contract Value ‘ shall be the value at contract rates of the work as ordered.
  - a)- Completion period (as originally stipulated) not exceeding 6 months ----- at 1(one) % per week.
  - b)- Completion period (as originally stipulated) exceeding 6 months ----- at 1/2(half) % per week. and not exceeding 2 years.
  - c)- Completion period (as originally stipulated) exceeding 2 years ----- at 1/4(quarter) % per week.
- 32.1 Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the undernoted % of the contract value or of the contract value of the item or group of items of work for which a separate period of completion is given :-
  - a)- Completion period (as originally stipulated) not exceeding 6 months at 10 % .
  - b)- Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years at 7½%.
  - c)- Completion period (as originally stipulated) exceeding 2 years at 5 % .
- 32.2- The amount of compensation may be adjusted or set - off against sum payable to the contractor under this or any other contract with the Company.

### **Defects Liability Period:**

- 33- The contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer-in-charge, any defect which may develop or may be noticed before the expiry of twelve months from the certified date of completion.

### **Contractor’s Liability and Insurance:**

- 34- From commencement to completion of the works, the contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimise loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all Company's T&P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the works and all Company's T&P shall be in good order and condition and in conformity in every respect with the requirements of the contract and instructions of the Engineer-in-charge.
- 34.1- In the event of any loss or damage to the works or any part thereof or any T&P or to any material or articles at site from any of the Expected risks the following provisions shall have effect.
- a)- The contractor shall, as may be directed in writing by the Engineer-in-charge, remove from the site any debris and so much of the works as shall have been damaged, taking to Company's store such Company's T&P, articles and / or materials as may be directed.
- b)- The contractor may be directed in writing by the Engineer-in-charge to proceed with the erection and completion of the works under and in accordance with the provisions and conditions of the contract; and

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- c)- There will be added to the contract sum, the net amount due, ascertained in the same manner as for deviations, or as prescribed for payment, in respect of the reexecution of the works lost or damaged, the replacement of any T&P and of any materials and articles lost or damaged but not incorporated in the works on the day.  
When the loss / damage occurred and the removal by the contractor as provided above of Company's T&P articles and/or materials to the Company's store and of debris and damaged works referred to therein and the compensation paid by him, under any law for the time being in force to any workmen employed by him for any injury caused to him or the workmen's legal successors for loss of the workmen's life.
- 34.2- PROVIDED always that the contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract not taking precautions to prevent loss or damage or minimise the amount of such loss or damage.
- 34.3- Without limiting the obligations and responsibilities under this conditions, the contractor shall insure the works (from commencement to completion), the Company's T&P hired by the contractor and all materials at site, to their full value as to Company's T&P according to the value indicated by the Engineer-in-charge against the risk of loss or damage from whatever cause arising other than the excepted risks. The said insurance shall be in the joint names of the Company and the contractor and the contractor shall deposit with the Engineer-in-charge the said policy or policies. All moneys payable by the insurers under such policy or policies shall be recovered by the Company and shall be paid to the contractor in installments by the Engineer-in-charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged as the case may be.
- 34.4- If the contractor has a blanket insurance policy for all his works and the policy covers all the items to be insured under this condition the said policy shall be assigned by the contractor in favour of the Company, provided however if any amount is payable under the policy other than the work under this contract the same may be recovered by the contractor directly from the insurers / by the insurers in respect of works.
- 34.5- Where the Company building or a part thereof is rented by the contractor he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using material of combustible nature, as to which the decision of the Engineer-in-charge shall be final and binding.
- 34.6- The contractor shall indemnify and keep indemnified the Company against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction & maintenance of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto; provided always that nothing herein contained shall be deemed to render the contractor liable for in respect of or to indemnify the company against any compensation or damage caused by the excepted risks.
- 34.7- Before commencing execution of the work, the contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage loss or injury which may occur to any property (excluding that of the Company but including the Company's building rented by the contractor wholly or in part and any part of which is used by him for storing combustible materials). or to any person (including any employee of the trust) by or arising out of carrying out of the contract.

- 34.8- The aforesaid insurance policy / policies shall provide that they shall not be cancelled till the Engineer-in-charge agreed to their cancellation.
- 34.9- The contractor shall prove to the Engineer-in-charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.

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- 34.10- The contractor shall at all times indemnify the Company against all claims, damages or compensation under the provisions of Payment of Wages Act 1936, Minimum Wages Act:1948, Employer's Liability Act 1938, the Workmen's Compensation Act,1923, Industrial Disputes Act 1947, the Employee's State Insurance Act 1948, and Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time or as consequence of any accident or injury to any workman or other person in or about the works, whether in the employment of the contractor or not, save and except where such accident or injury has resulted from any act of the Company, its agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any such claim. Without limiting his obligations and liabilities as above provided, the contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act 1923 or any modification thereof or any other law relating thereto.
- 34.11- The contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to the company resulting from their failure to obtain adequate insurance protection in connection thereof. The contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-charge.
- 34.12- If the contractor & / or his sub-contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the contract then & in any such case the Company may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums, as may be necessary for that purpose and from time to time deduct the amount so paid by the company from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

**Facilities to other Contractors :**

- 35- The contractor shall, in accordance with the requirements of the Engineer-in-charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts in connection with the works & for departmental labour & labour of any other properly authorised authority or statutory body which may be employed at the site on execution of any work not included in the contract or of any contract which the Company may enter into in connection with or ancillary to the works.

**Notices to Local Bodies:**

- 36- The contractor shall comply with and give all notices required under any Government authority, instruments rule or order made under any Act of Parliament, State laws or any regulation or bye-laws of any local authority relating to the works. He shall before making any variation from the contract drawings necessitated by such compliance give to the Engineer-in-charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-charge's instructions thereon.
- 36.1- The contractor shall pay and indemnify the Company against any liability in respect of any fees or charges payable under any Act of Parliament, State laws or any Government instrument, rule or order and any regulations or bye - laws of any local authority in respect of the works.

**SUB - CONTRACTS :**

- 37- The contractor shall not sublet any portion of the contract without the prior written approval of the Company / Engineer-in-charge.

**Instructions and Notices :**

- 38- Subject as otherwise provided in this contract, all notices to be given on behalf of the Company and all other actions to be taken on its behalf may be given or taken by the Engineer-in-charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-charge.

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- 38.1- All instructions, notices and communications, etc., under the contract shall be given in writing and if sent by registered post to the last known place of abode or business of the contractor shall be deemed to have been served on the date when in the ordinary course of the post these would have been delivered to him.
- 38.2- The contractor or his agent shall be in attendance at the site (s) during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-in-charge may consider necessary. Orders given to the Contractor's agent shall be considered to have the same force as if they had been to the contractor himself.
- 38.3- The Engineer-in-charge shall communicate or confirm his instructions to the contractor in respect of the execution of work in a 'Works Site Order Book' maintained in the office of the Engineer-in-charge and the contractor or his authorised agent shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the contractor he shall be furnished a certified true copy of such instruction.

**Foreclosure of Contract in Full or in Part Due to Abandonment or Reduction in Scope of Work :**

- 39- If at any time after acceptance of the tender the Company shall decide to abandon or reduce the scope of the works for any reason whatsoever & hence not require the whole or any part of the works to be carried out, the Er.-in-charge shall give notice in writing to that effect to the contractor & the contractor shall have no claim to any payment or 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.
- 39.1- The contractor shall be paid at contract rates full amount for works executed at site and, in addition reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilised on the work to the full extent because of the foreclosure :
- (a)- 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.
- (b) The Company 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, the Company 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 the Company, cost of such materials. The cost shall, however, taken 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.
- (c) For contractor's materials not retained by the Company, reasonable cost of transporting such materials from site to contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- (d) If any materials supplied by the Company are rendered surplus, the same except normal wastage shall be returned by the contractor to the Company at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused while the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to the Company stores, if so required by the Company .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.

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

**Termination of Contract for Death :**

- 40- If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies then unless the Company is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract, the Company shall be entitled to cancel the contract, as to its incomplete part without the Company being in any way liable to payment of any compensation to the estate of the deceased contractor and / or to the surviving partners of the contractor's firm on account of the cancellation of the contract. The decision of the Company that the legal representatives of the deceased contractor or the surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the Company shall not hold the estate of the deceased contractor and / or the surviving partners of the contractor's firm liable for damages for not completing the contract.

**CANCELLATION OF CONTRACT IN FULL OR IN PART :**

- 41- If the contractor :
- a)- at any time makes default in proceeding with the Works with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-charge, or,
  - b)- 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 Engineer-in-charge; or
  - c)- fails to complete the works or items of work with individual dates of completion on or before the date of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge; or
  - d)- shall offer or give or agree to give to any person in Company's service or to any other person on his behalf any gift of consideration of any kind as an inducement or reward for doing or forbearing to do for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Company; or
  - e)- shall enter into a contract with the Company 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 previously been disclosed in writing to the Engineer-in-charge; or
  - f)- shall obtain a contract with the Company as a result of ring tendering or other non-bonafide methods of competitive tendering; or
  - g)- 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 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 question of his estate or if a trust deed executed by him for benefit of his creditors; or

- h)- being a Company, shall pass a resolution or the court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holder to appoint a receiver or manager; or
  - I)- shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days ; or
  - j)- 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 attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-in-charge; the Engineer-in-charge may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Company by written notice cancel the contract as a whole or only such items of work in default from the contract.
- 41.1- The Engineer-in-charge shall on such cancellation have powers to :
- a)- take possession of the site and any materials, constructional plant, implements, stores, etc., thereon ; and / or
  - b)- carry out the incomplete work by any means at the risk and cost of contractor.
- 41.2- On cancellation of the contract in full or in part, the Engineer-in-charge shall determine what amount, if any, is recoverable from the Contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by the Company. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging to the contractor.
- 41.3- Any excess expenditure incurred or to be incurred by the Company in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Company as aforesaid after allowing such credit shall be recovered from any money due to the contractor or any account or under any other contract and if such money are not sufficient the contractor shall be called upto in writing to pay the same within 30 days.
- 41.4- If the contractor shall fail to pay the required sum within the aforesaid period of 30 days the Engineer-in-charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary buildings etc. and apply the proceeds of sale thereof towards the satisfaction of any sum due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.
- 41.5- Any sums in excess of the amounts due to the Company and unsold materials, constructional plant, etc., shall be returned to the contractor, provided always that if cost or anticipated cost of completion by the Company of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

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**Liability for damage, Defects or Imperfections and Rectification Thereof :**

- 42- If the contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc., contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, the contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-charge or his representative at any time during construction or reconstruction or prior to the expiration of the Defect Liability Period, any work has been executed with unsound; imperfect or unskilled workmanship or that any materials or articles provided by the contractor for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, or that any defect, shrinkage or other faults have appeared in the work arising out of defective or improper materials or workmanship, the contractor, shall , upon receipt of a notice in writing in that behalf from the Engineer-in-charge, 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, and / or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense, not with standing that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer-in-charge in his notice aforesaid, the Engineer-in-charge may rectify or remove and re-execute the work and / or remove and replace with others the materials or articles complained of, as the case may be by other means at the risk and expense of the contractor.
- 42.1- In case of repairs and maintenance works, splashes and droppings from white-washing, painting etc., shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual room, quarters or premises etc., where the work is done, without waiting for completion of all other items of work in the contract. In case the contractor fails to comply with requirements of this condition, the Engineer-in-charge shall have the right to get the work done by other means at the cost of contractor. Before taking such action, however, the Engineer-in-charge shall give three days notice in writing to the contractor.

**Urgent Works :**

- 43- If any urgent work (in respect whereof the decision of the Engineer-in-charge shall be final and binding) becomes necessary and the contractor is unable or unwilling at once to carry it out, the Engineer-in-charge may by his own or other work people carry it out as he may consider necessary. If the urgent work shall be such as the contractor is liable under the contract to carry out at his expense, all expenses incurred on it by the Company shall be recoverable from the contractor and be adjusted or set off against any sum payable to him.

**Changes in constitution**

- 44- Where the contractor is a partnership firm, prior approval in writing of the Engineer-in-charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall like-wise be obtained before the contractor enters into any partnership firm when only he would have the right to carry out the work hereby undertaken by the contractor. If prior approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of condition 41(j) here of and the same action may be taken and the same consequences shall ensue as provided for in the said condition 41.

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## Training of Apprentices

- 45- The Contractor shall during the currency of the contract when called upon by the Engineer-in-charge engage and also ensure engagement by the sub-contractor and others employed by the contractor in connection with the works, such number of Apprentices in the categories as mentioned hereunder and for such periods as may be required by the Engineer-in-charge. The Contractor shall train them as required under the Apprentices Act 1961 and shall be responsible for all obligations of the employer under the Act including the liability to make payment to Apprentices as required under the Act:

<u>Category</u>	<u>Ratio</u>
Brick Layer	1 : 7
Brick Mason / Building Construction	1 : 7
Carpenter	1 : 7
Wireman	1 : 7
Structural Fitter	1 : 5
Plumber	Upto 2 worker      NIL
	Upto 3 worker      2
	Upto 4 worker      3
	Upto 5 worker      4
	Upto 6 worker      5
	Upto 7 worker      6
	Upto 8 worker      7
	Upto 9 worker      8
	Upto 10 worker     8
	and thereafter 1 : 2

## VALUATION AND PAYMENT

### Records and Measurement :

- 46- The Engineer-in-charge shall except as otherwise stated ascertain and determine by measurement the value in accordance with the Contract of work done in accordance therewith.
- 46.1- All items having a financial value shall be entered in Measurement Book, Level Book etc., prescribed by the Company so that a complete record is obtained of all work performed under the contract.
- 46.2- Measurements shall be taken jointly by the Engineer-in-charge or his authorised representative and by the contractor. If the contractor fails to attend or send an authorised representative for measurement, after such a notice or fails to countersign or to record the objection within a week from the date of measurement then in any such event measurements taken by the Engineer-in-charge or by the person deputed by him shall be taken to be the correct measurement of the work.
- 46.3- The contractor shall without extra charge provide assistance with every appliance, labour and other things necessary for measurement.
- 46.4- Measurements shall be signed and dated by both parties each day on the site on completion of measurement. If the contractor objects to any of the measurements, recorded on behalf of the company a note to that effect shall be made in the measurement book against the items objected to and such note shall be signed and dated by both parties engaged in taking the measurement.

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### Methods of Measurement :





If the prices of materials not being supplied or services rendered at fixed prices by the departments and / or wages of labour required for execution of the work increases, the contractor shall be compensated for such increase as per provision detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation i.e. escalation in price shall be available only for the work done during the stipulated period of the contract including such period for which contract is validly extended, without any penal action also subject to that no such compensation shall be payable for a work for which the stipulated period of completion is 12 months or less. Such compensations for escalation in the prices, materials and labour, when due, shall be worked out on the following provisions

- (i)- The base date for working out such escalation shall be the last date on which tenders were stipulated to be received.
- (ii)- The cost of work on which escalations will be payable shall be reckoned as 85 % of the cost of work as per the bills, running or final and from this amount the value of materials supplied of this contract or services rendered at fixed charges of this contract, and proposed to be recovered in the particular bill, shall be deducted before the amount of compensation for escalation is worked out. In the case of materials brought to the site for which secured advance is included in the bill, the full value of such materials as assessed by the Engineer-in-charge ( and not the reduced amount for which secured advance has been paid ) shall be included in the cost of work and the secured advance is deducted from the bill, for operation of this clause. Similarly, when materials are incorporated in the work and the secured advance is deducted from the bill, the full assessed value of the materials originally considered for operation of this clause should be deducted from the cost of the work shown in the bill, running or final. Further, the cost of work shown shall not include any work for which payment is made at prevailing market rates.
- (iii)- Components of materials, labour, P.O.L., etc., shall be pre - determined for every work and incorporated in the conditions of contract attached to the tender papers and the decision of the Engineer-in-charge in working out such percentage shall be binding on the contractor.
- (iv)- The compensation for escalation for materials, labour and P.O.L. shall be worked out as per the formula given.

$$(a)- \quad VM = W \times X \times \frac{X}{100} \times \frac{(MI - MI_o)}{MI_o}$$

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

W = Cost of work done worked out as indicated in sub para 2 above.

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

MI & MI<sub>o</sub> = All India Whole Sale Price Index for all commodities for the period under reckoning as published weekly by the Economic Adviser to Government of India, Ministry of Industry and Commerce, for the period under consideration and that valid at the time of tenders, respectively.

$$(b)- \quad VI = W \times X \times \frac{Y}{100} \times \frac{(LI - LI_o)}{LI_o}$$

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

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W = Value of work done, worked out as indicated in sub - para 2 above.

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

LI & LI<sub>o</sub> = Consumer price index for industrial labour ( All India ) declared by labour bureau, Govt. of India as applicable for the period under consideration and that valid at the time of receipt respectively.

$$(c)- \quad VF = W \times \frac{Z}{100} \times \frac{(FI - FIo)}{FIo}$$

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

W = Value of work done, worked out as indicated in sub - para 2 above.

Z = Component of P.O.L. expressed as a percent of total value of work as indicated under the special conditions of contract.

FI & FIo = Average index number of wholesale price for group ( fuel, light and lubricants ) as published weekly by the Economic Adviser to Govt. of India Ministry of Industry for the period under reckoning and that valid at the time of receipt of tenders, respectively.

- (v)- The following principles shall be followed while working out the indices mentioned in sub - para 4 above.
- (a)- The index relevant for any month will be the arithmetical average of the indices relevant to the three calendar months preceding the month in question.
- (b)- The base index will be the one relating to the month in which the tender was stipulated to be received.
- (c)- The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment will be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months interval.
- (vi)- In the event the price of materials and / or wages of labour required for execution of the work decreases, there shall be downward adjustment of the cost of work so that such price of materials and / or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated shall mutates mutants apply provided that.
- (a)- No such adjustment for the decrease in the price of material and / or wages of labour a fore mentioned would be made in case of contracts in which the stipulated period of completion of the work is less than twelve months :
- (b)- The Engineer-in-charge shall otherwise be entitled to lay down the principles on which the provisions of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-charge in this behalf shall be final and binding.

### **51- Mobilisation Advance :**

For the works of Rs.20 lakhs value and above, provision for payment of mobilisation advance may be included in the terms of contracts. The quantum of advance may be as follows :

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- (i)- For plant & equipment specifically acquired for the work and brought to site, 75% of the purchase price of the new machinery may be paid as mobilisation advance against production of documents in support thereof. This should be subject to the condition that the Engineer-in-charge considered the price as reasonable. The plant and equipment should be necessary for the work under contract. The advance against plant and equipment shall not exceed 6% of the total contract value.
- (ii)- Lump sum advance not exceeding 4% of the contract sum for mobilising men and materials not covered under (I) above.

- (iii)- The total sum of mobilisation advance shall not exceed 8% of the total contract value.
- (iv)- The total advance may be given against Bank Guarantee from Schedule / Nationalized Banks acceptable to Company and subject to verification with the bank. ( Refer annexure 15 for Bank guarantee proforma ).
- (v)- Sums advanced against (i) and (ii) above and rate of interest as decided by the Management thereon shall be recovered in the running bills commencing from third running bill. The installment for recoveries to be made shall be so adjusted that the total sums advanced with interest thereon shall be fully recovered by the time the work amounting to about 80 % of the contract sum is completed. Recovery should have relationship with percentage of work done.
- (vi)- The decision on mobilization advance will be taken by authority competent to accept the contract. If mobilization advance is agreed to during negotiations without any interest, the interest value be added to the total value of the contract for the purpose of comparison with other quotations.

### **Over Payments and Under Payments :**

- 53- Whenever any claim for the payment of a sum of money to the Company arises out of / under this contract against the contractor the same may be deducted by the Company from any sum then due or which at any time thereafter may become due to the contractor under this contract failing that under any other contract with the Company or from any other sum due to the contractor from the Company (which may be available with the Company) or from his security deposit, or he shall pay the claim on demand.
- 53.1- The Company reserves the right to carryout post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts etc. The company further reserves the right to enforce recovery of any over payment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under condition 54 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 53.2- If as a result of such audit and technical examination any overpayments is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by the Company from the Contractor by any or all of the methods prescribed above or if any underpayment is discovered the amount shall be duly paid to the contractor by the Company.
- 53.3- Provided that the aforesaid right of the Company to adjust overpayments against amounts due to the contractor under any other contract with the Company shall not extend beyond the period of two years from the date of payment of the final bill or in case of the final bill is a MINUS bill from the date the amount payable by the contractor under the MINUS final bill is communicated to the contractor.
- 53.4- Any amount due to the contractor under this contract for underpayment may be adjusted against any amount than due or which may at any time thereafter become due before payment is made to the contract or from him to the Company on any other contract or account whatsoever.

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### **Arbitration and Laws :**

- 54- Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specification, designs, drawings and instructions herein before mentioned and as to the quality of the workmanship of materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the works or after the completion or abandonment thereof shall be referred to the sole arbitration of an Engineering person appointed by I T I LIMITED RAEBARELI. There will be no objection to any such appointment that the arbitrator so appointed is an employee of Company and that he had to deal with matters to which the contract relates and that in course of his duties as employee of Company, had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter in originally referred being transferred or vacating his office or being unable to act

for any reason, such Administrative Head as aforesaid at a time of such transfer, vacation of office or inability to act shall appoint another person to act as arbitrator in accordance with terms of the contract. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Administrative Head of the civil wing act aforesaid should act as arbitrator and if for any reason, that is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is Rs.50,000/- ( Rupees fifty thousand ) and above the arbitrator shall give reasons for the award.

Subject to aforesaid the provisions of Arbitration Act 1940, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each disputes.

It is also a term of contract that if the contractor (s) does / do not make any demand for arbitration in respect of any claim(s) in writing within 20 days of receiving the intimation from Company, that the bill is ready for payment, the claim of the contractor(s) will be deemed to have been waived and absolutely barred and Company, shall be discharged and released of all liabilities under the contract in respect of these claims.

The decision of Administrative Head regarding the quantum of reduction as well as justification thereof in respect of rates for sub standard work which may be decided to be accepted will be final and would not be open to arbitration. It is also a term of contract that no person other than person appointed by such Administrative Head as above said should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitrator at all.

The arbitrator(s) may from time to time with the consent of the parties enlarge the time for making and publishing the award.

### **Laws Governing To Contract :**

55- This contract shall be governed by the Indian Laws for the time being in force.

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### **56- A) Water :**

Water may be drawn free of cost at one point, however the contractor will make his own arrangement for connection.

### **B)- Electricity :**

Electricity for the construction work may be supplied by the Company at one point inside the factory area. The contractor shall have to make his own arrangements for temporary wiring etc., as per alignment to be approved by the Engineer - in - charge. For conveyance of electricity from the point of supply to site of construction, electricity meter, board shall also be provided by the contractor. Contractor shall be charged for the electricity consumed at prevailing rates of electricity from time to time.

### **Contractor's Labour Regulations**

( See Condition 16 )

- 1- **DEFINITION :** In these regulations, unless, otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them.
- a)- “Labour” means workers employed by the contractor directly, or indirectly through a sub contractor, or by an agent on his behalf.
  - b)- “Fair Wage” means wages, which shall include wages for weekly day of rest and other allowances, whether for time or piece - work, after taking into consideration prevailing market rates for similar employment in the neighbourhood but shall not be less than the minimum rates of wages fixed under the Minimum Wages Act.
  - c)- “Contractor” for the purpose of these regulation shall include an agent of sub contractor employing labour on the work taken on contract.
  - d)- “Inspecting Officer” means any Labour Enforcement Officer, or Assistant Labour Commissioner of the Chief Labour Commissioner’s Organization.
  - e)- “Form” means a form appended to these Regulations.

2 - **NOTICE OF COMMENCEMENT :**

The contractor shall, within SEVEN days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information:-

- a)- Name and situation of the work.
- b)- Contractor’s name and address,
- c)- Particulars of the Department for which the work is undertaken.
- d)- Name and Address of sub - contractors as and when they are appointed,
- e)- Commencement and probable duration of the work,
- f)- Number of workers employed and likely to be employed,
- g)- “Fair Wages” for different categories of workers.

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- 3.(i)- Number of hours of work which shall constitute a normal working day. The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day. When an adult worker is made to work for more than NINE hours on any day or for more than FORTY EIGHT hours in any week he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.
- (ii)- **Weekly day of rest :** Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.

Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.

NOTE :- The expression ordinary rate of wages means the fair wages the worker is entitled to.

- 4- **Display of notice regarding wages, weekly Day of Rest etc.:** The contractor shall before he commences his work on contract, display and correctly maintain in a clean and legible condition in conspicuous places on the works, notices in English and in the local Indian Language, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notice to the Inspecting Officers.
- 5- **Fixation of Wage Periods :** The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall normally exceed one week.
- 6- **Payment of Wages :** i)- Wages due to every worker shall be paid to him direct. All wages shall be paid in current coins or currency or in both.
- ii)- Wages of every worker employed on the contract shall be paid where the wages period is one week, within THREE days from the end of the wage period; and in any other case before the expiry of the 7<sup>th</sup> day or 10<sup>th</sup> day from the end of the wage period according as the number of workers does not exceed 1,000 or exceeds 1,000.
- iii)- When employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before expiry of the day succeeding the one in which his employment is terminated.
- iv)- Payment of wages shall be made at the work site on a working day except when the work is completed before expiry of the wage period, in which case final payment shall be made at the work site within 48 hours of the last working day and during normal working time.

NOTE: -The term "Working Day" means a day on which, the labour is employed and the work is in progress.

- 7- **Register of workmen :** A Register of workmen shall be maintained in the Form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workmen shall be entered therein within THREE days of his employment
- 8- **Employment Card :** The contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker has already any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment, the Employment Card shall again be endorsed by the Contractor and returned to the worker.

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- 9- **Register of wages etc.:** i)- A Register of wages - cum - Muster Roll as appended to these regulations shall be maintained and kept at the work site or as near to it as possible.
- ii)- A wage slip in the Form appended to these regulations shall be issued to every worker employed by the contractor at least a day prior to disbursement of wages.
- 10- **Fines and Deductions which may be made from wages :-**
- i)- Wages of a worker shall be paid to him without any deductions of any kind except the following :-
- a)- fines ;
- b)- deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent ;
- c)- deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default ;
- d)- deductions for recovery of advance or for adjustment of overpayment of wages, Advance granted shall be entered in a register ; and
- e)- any other deduction which the Company may from time to time allow.
- ii)- No fines shall be imposed on any worker save in respect of such acts and omissions on his part as have been approved by the Chief Labour Commissioner.

- iii)- No fine shall be imposed on a worker and no deductions for damages 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 fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the wages payable to him in respect of that period.
- v)- No fine imposed on a worker shall be recovered from him in installments, or after expiry of sixty days from the date on which it was imposed. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.
- vi)- The contractor shall maintain both in English and the local Indian Language a list, approved by the Chief Labour Commissioner, clearly stating the acts and commissions for which penalty or fine may be imposed on a workmen and display it in good condition in a conspicuous place on the work site.
- vii)- The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.

11- **Register of Accidents :** The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars :-

- a)- Full particulars of the labourers who met with accident.
- b)- Rate of wages.
- c)- Sex.
- d)- Age.
- e)- Nature of accident and cause of accident.
- f)- Time and date of accident.

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- 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.

12- **Preservation of Registers :** The register of workmen and the Register of Wages - cum - Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein.

13- **Enforcement:** The Inspecting Officer shall either on his own motion or in a complaint received by him carry out investigations, & send a report to the Engineer - in - Charge specifying the amounts representing workers dues and amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reasons therefor. It shall be obligatory on the part of the Engineer - in - Charge on receipt of such a report to deduct such amounts from payments due to the contractor.



- 14- **Disposal of amounts recovered from the Contractor :** The Engineer - in - Charge shall arrange payment of workers concerned within **Forty Five** days from receipt of a report from the Inspecting Officer except in cases where the Contractor had made an appeal under Regulation 16 of these Regulations. In cases where there is an appeal, payment of workers dues would be arranged by the Engineer - in - Charge, wherever such payment arise, within Thirty days from the date of receipt of the decision of the Regional Labour Commissioner ( R. L. C.).
- 15- **Welfare Fund:-** All moneys that are recovered by the Engineer - in - Charge by way of workers dues which could not be disbursed to workers within the time - limit prescribed above, due to reasons such as whereabouts of workers not being known, death of a worker, etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of the Company for such benefit and welfare of workmen employed by Contractors.
- 16- **Appeal against decision of Inspecting Officer :** Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to R.L.C. concerned within Thirty days from the date of the decision, forwarding simultaneously a copy of his appeal to the Engineer - in - Charge. The decision of the R.L.C. shall be final and binding upon the contractor and the workmen.

17- **REPRESENTATION OF PARTIES :-**

- i)- A workmen shall be entitled to be represented in any investigation or inquiry under these Regulations. An officer of a registered trade union of which he is a member or by an officer of a Federation of trade unions to which the said trade union is affiliated or where the workmen is not a member of any registered trade union, by an officer of a registered trade union, connected with, or by any other workmen employed in the industry in which the worker is employed.
- ii)- A contractor shall be entitled to be a representative in any investigations or enquiry under these Regulations by an officer of an association of contractors of which he is a member or by an officer of a Federations of associations of contractors to which the said associations is affiliated or where the Contractor is not a member of any association of contractors, by an officer of association of employers, connected with, or by any other employer engaged in the industry in which the contractor is engaged.
- iii)- No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these Regulations.

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- 18- **Inspection of Books and other Documents :**The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the Engineer - in - Charge or his authorised representative at any time and by the worker or his agent on receipt of due notice at a convenient time.
- 19- **Interpretation, etc. :** On any question as to the application, interpretation or effect of these Regulations, the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner ( Central ) shall be final and binding.
- 20- **Amendments :** Central Government may, from time to time, add to or amend these Regulations and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof.
- 21- **Contract Labour ( Abolition & Regulation ) Act, 1972 :** All obligations arising under this contract consequent on the passing of the Contract Labour ( Abolition & Regulation ) Act, 1972 shall be fulfilled by the Contractor and the Company shall have the right to be indemnified by the Contractor in case of any claim, loss, cause of action by any third party on account of the application of the said Act to this contract.
- 22- **Employees Provident Fund and Miscellaneous Provisions Act, 1952 :** All the obligations arising under this contract consequent on the passing of Employees Provident Fund, Act 1952 shall be fulfilled by the Contractor and the Company shall have the right to be indemnified by the Contractor in case of any claim, loss, cause of action by any third party on account of the application of the said Act to this contract.

Engineer – in – Charge

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**Register of workman**

**( Regulation 7 )**

**( THESE ARE ONLY SPECIMEN-SEPARATE FORMS TO BE USED FOR ACTUAL USE )**

- 1- Name and Address of the Contractor : -----
- 2- Number and date of the contract : -----
- 3- Name and address of the department awarding the contract : -----  
-----
- 4- Nature of the contract and location of the work : -----  
-----
- 5- Duration of the contract : -----

Sr. No.	Name and Surname of the workers	Age & Sex	Father's / Husband's Name	Nature of employment / Designation
1	2	3	4	5

Permanent / Home Address of Employee ( Village, District, Thane )	Present Address	Date of Commencement of employment	Date of termination or leaving of employment
6	7	8	9

Signature or thumb impression of the Employee	Remarks
10	11

Engineer – in – Charge

Signature of the Contractor

**Employment Card  
( Regulation - 8 )**

**( THESE ARE ONLY SPECIMEN-SEPARATE FORMS TO BE USED FOR ACTUAL USE )**

- 1- Name and Sex of the workers : -----
- 2- Father's / Husband's Name : -----
- 3- Address : -----
- 4- Age or Date of Birth : -----
- 5- Identification Marks : -----
- 6- Particulars of next of kin ( wife / husband and children, if any or of dependent next of kin in case the worker has no wife / husband or child ) :-

NAME : -----

Full Address of Dependants ( Specify Village, District & State ) -----

-----

Sr. No.	Name & Address of the employer (specify whether a contractor or a	Particulars of location or work site & description of	Total Period for which the worker is employed from -----
---------	---	---	--

	sub - contractor)	work done	----- to -----
1	2	3	4

Actual Number of days worked	Leave taken (No. of days should be specified)	Nature of work done by the worker	Wage Period
5	6	7	8

Wage rate ( with particulars of unit in case of piece work )	Total wage earned by the worker during the period shown under col. 5	Remarks	Signature of the employer
9	10	11	12

Engineer – in – Charge

Signature of the Contractor

**Register of Wages - Cum - Muster Roll  
( Regulation - 9 )**

- 1- Name and Address of the Contractor : -----
- 2- No. and Date of the Contract : -----
- 3- Name and Address of the Department awarding the Contract : -----  
-----
- 4- Nature of the Contract & location of Work : -----
- 5- Duration of Contract : -----
- 6- Wage Period : -----

Sr. No.	Name and Surname of the worker	Father's / Husband's Name	Sex	Designation / Nature of work
1	2	3	4	5

Daily attendance ( No. of units worked 1,2,3,4,5,----- 31 )	Total attendance units	<u>FAIR WAGES PAYABLE</u>	
		Basic	D.A. & other allowance
6	7	8	9

<u>WAGES PAID</u>	<u>OVERTIME WORKED</u>	Total wages
-------------------	------------------------	-------------

Basic	D.A. & other allowance	Dates	No. of hours	overtime wages	paid
10	11	12	13	14	15

<u>DEDUCTIONS FROM WAGES</u>					Net wages payable
Fine	* Deduction for damage or loss	House Rent	Recovery of advances	Other deductions	
16	17	18	19	20	21

Date of payment	Signature or thumb impression of workers	REMARKS
22	23	24

- Reasons to be recorded in column 24

Engineer – in – Charge

Signature of the Contractor

### Register of Fines ( Regulation No. 10 - VII )

Sr. No.	Name	Father's / Husband's Name	Sex	Department	Nature & date of the offence for which fine imposed
1	2	3	4	5	6

Whether Workmen Showed cause against fine or not if so, enter date	Rate of wages	Date of amount of fine imposed	Date on which fine released	Remarks
7	8	9	10	11

### Register of Deduction For Damages Or Loss Caused To The Company By The Neglect Or Default Of The Employed Persons ( Regulation - 10 - VII )

Sr. No.	Name	Father's / Husband's Name	Sex	Department	Damage or loss caused with date
---------	------	---------------------------	-----	------------	---------------------------------

1	2	3	4	5	6
---	---	---	---	---	---

Whether Workman Showed cause against deduction, if so, enter date	Date & amount of deduction imposed	No. of Installment, if any	Date on which total amount released	Remarks
7	8	9	10	11

Engineer – in – Charge

Signature of the Contractor

### Wage Slip

#### ( Regulation - 9 )

i)- Name of the Contractor : .....

ii)- Place : .....

1- Name of the worker with father's / Husband's Name :

2- Nature of employment :

3- Wage Period :

4- Rate of Wages Payable :

5- Total attendance / Unit of work done :

6- Date on which overtime worked :

7- Overtime Wages :

8- Gross Wages payable :

9- Total deduction ( indicating nature of deductions ) :

10- Net Wages payable :

---

Contractor's Signature /  
Thumb Impression

Employee's Signature /  
Thumb Impression

Engineer – in – Charge

Signature of the Contractor

**Model Rules For Labour Welfare : ( See Condition 16 )**

- 1- Definitions : a)- 'Workplace' means a place at which, on an average, twenty or more workers are employed.
- b)- 'Large Workplace' means a place at which, on an average, 500 or more workers are employed.
- 2- First Aid : At every workplace, there shall be maintained in a readily accessible place first - aid appliances including an adequate supply of sterilised dressings and sterilised cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in good order and, in large workplaces, they shall be placed under the charge of a responsible person who shall be readily available during working hours.

At large workplaces, where hospital facilities are not available within easy distance of the works, First Aid posts shall be established and be run by a trained compounder.

Where large workplaces are remotely situated and far away from regular hospitals, an indoor ward shall be provided with the bed for every 250 employees.

Where large workplaces are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals, suitable transport shall be provided to urgent cases to these hospitals. At other workplaces, some conveyance facilities shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospital.

At large workplaces there shall be provided & maintained an ambulance room of the prescribed sizes, containing the prescribed equipment and in the charge of such medical and nursing staff as may be prescribed. For this purpose, the relevant provisions of the Factory Rules of the State Government of area where the work is carried on may be taken as the prescribed standard.

- 3- Accommodation for Labour : The contractor shall during the progress of the works provide, erect and maintain necessary temporary living accommodation and ancillary facilities for labour at his own expense and to standards and scales as approved by the Engineer - in - Charge.
- 4- Drinking Water : In every workplace, there shall be provided & maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.

Where drinking water is obtained from an intermittent public water supply, each workplace shall be provided with storage where drinking water shall be stored.

Every water supply storage shall be at a distance of not less than 15 meters 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 and be provided with a trap door which shall be dust and water - proof.

A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspecting which shall be done atleast once a month.

- 5- Washing & Bathing Places : Adequate washing & bathing places shall be provided separately for men and women. Such places shall be kept in clean and drained condition.

Engineer – in – Charge

Signature of the Contractor

- 1- Scale of Accommodation in Latrines and Urinals : There shall be provided within the precincts of every workplaces, latrines & urinals at an accessible place, and the accommodation separately for each of these, shall not be less than at the following scales :-

	No. of Seats
a)- Where number of persons does not exceed 50	02
b)- Where no. of persons exceeds 50 but not exceed 100	03
c)- For additional persons	03 per 100 or part thereof

IN particular cases, the Engineer - in - Charge shall have the power to vary the scale, where necessary.

- 7- Latrines & Urinals : Except in workplaces provided with water flushed latrines connected with a waterborne sewage system, all latrines shall be provided with receptacles on dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. Receptacles shall be tarred inside and outside atleast once a year.

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

- 8- Construction of Latrines : Inside walls shall be constructed of masonry or other non - absorbent materials and shall be cement - washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrines shall have at least thatched roof.
- 9- Disposal of Excreta : Unless otherwise arranged for by the local sanitary authority, arrangement for proper disposal of excreta by incineration at the workplace shall be made by means of a suitable incinerator approved by the local medical, health and Municipal or Cantonment authorities. Alternatively excreta may be disposed off by putting a layer of night soil at the bottom of 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 into manure ). The contractor shall at his own expense, carry out all instructions issued to him by the Engineer - in - Charge to effect proper disposal of soil and other conservancy work in respect of contractor’s work people or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by municipal or cantonment authority for execution of such work on his behalf.
- 10- Provision of shelters during rest : At every workplace there shall be provided, free of cost, four suitable sheds, two for meals and two others for rest, separately for use of man and woman labour. Height of each shelter shall be less than 3 metres. from floor - level to lowest part of roof. Sheds shall be kept clean and the space provided shall be on the basis of atleast 0.5 sq.m. per head.



- 11- Crèches : At a place at which 20 or more women workers are ordinarily employed, there shall be provided atleast one hut for use of children under the age of 6 years, of such women. Huts shall not be constructed to a standard lower than that of thatched roof, mud floor and walls with wooden planks spread over mud floor and covered with matting.

Huts shall be provided with suitable sufficient openings, for light and ventilation. There shall be adequate provisions of sweepers to keep the places clean. There shall be two 'dais' in attendance. Sanitary utensils shall be provided to the satisfaction of local medical, health and municipal or cantonment authorities. Use of huts shall be restricted to children, their attendants and mothers of children.

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Where the number of women workers is more than 25 but less than 50, the contractor shall provide atleast one hut and one dais to look after children of women workers.

Crèche(s) shall be properly maintained and necessary equipment like toys, etc., provided.

- 12- Canteen : A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered necessary.

- 13- Planning, sitting and erection of the above mentioned structures shall be approved by the Engineer - in - Charge, and the whole of the temporary accommodation shall be at all times during the progress of the works be kept tidy and in a clean and sanitary condition to the satisfaction of the Engineer - in - Charge and at the contractor's expense. The Contractor shall conform generally to sanitary requirements of local medical, health and municipal or cantonment authorities and at all times adopt such precautions as may be necessary to prevent soil pollution of the site.

On completion of the works the whole of such temporary structures shall be cleared away, all rubbish burnt, excreta or other disposal pits or trenches filled in & effectively sealed of and the whole of site left clean & tidy to the entire satisfaction of the Engineer - in - Charge & at the Contractor's expense.

- 14- Anti - malarial precautions : The Contractor shall at his own expenses, conform to all anti - malarial instructions given to him by the Engineer - in - Charge, including filling up of any burrow pits which may have been dug by him.

- 15- Enforcement : The inspecting Officer mentioned in the Contractor's Labour Regulation or any other officer nominated in this behalf by the Engineer - in - Charge shall report to the Engineer - in - Charge all cases of failure to comply with the provisions of these Rules either wholly or in part and the Engineer - in - Charge shall impose such fines & other penalties as are prescribed in the conditions.

- 16- Interpretations, etc. : On any question as to the application interpretation or effect of these Rules, the decision of the Chief Labour Commissioner or Deputy Labour Commissioner ( Central ) shall be final and binding.

- 17- Amendments : Government may, from time to time, add to or amend these Rules and Issue such directions as it may consider necessary for the proper implementation of these Rules or for the purpose of removing any difficulty which arises for administration thereof.

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### **SAFETY CODE ( See Condition 16 )**

- 1- Suitable scaffolds shall be provided for workmen for all work 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 - holds shall be provided on the ladder & the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  horizontal and 1 vertical.
- 2- Scaffolding or staging more than 3.25 metres above the ground or floor, swung or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform or such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying the building or structure.
- 3- Working platform, gangways and stairways shall be so constructed that they do not sag unduly or unequally & if height of a platform or gangway stairway is more than 3.25 Mt. above G. L. or floor level, it shall be closely boarded having adequate width & suitably fenced as described in 2 above.
- 4- Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 Mt.
- 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 9 Mt. in length, width between side rails in a rung ladder shall in no case be less than 30 cm. for ladder upto & i/c 3 m. in length. For longer ladders this width shall be increased atleast 6 mm. for each additional 30 cm. of length. Uniform spacing shall not exceed 30 cm.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites 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 public from accidents and shall be bound to bear 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 precaution and pay any damages and costs which may be awarded in any suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

- 6- Excavation and Trenching : All trenches, 1.5 Mt. or more in depth, shall at all times be supplied with atleast one ladder for each 30 Mt. length of fraction thereof. Ladder shall be extended from bottom of trench to atleast 1 Mt. Above surface of the ground. Sides of a trench which is 1.5 Mt. or more in depth shall be stepped to give suitable slope, or securely held by timber breaching, so as to avoid the danger of side collapsing. Excavated materials shall not be placed within 1.5 Mt. of edge of trench or half of depth of trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting be done.
- 7- Demolition : Before any demolition work is commenced and also during the process of the work :-
  - a)- All roads and area adjacent to the work site shall either be closed or suitably protected ;
  - b)- No electric cable or apparatus which is liable to be source of danger over a cable or apparatus used by operator shall remain electrically charged ;

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

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- 8- All necessary personal safety equipment as considered adequate by the Engineer - in - Charge shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- a)- Workers employed on mixing asphalt materials, cement and lime mortars / concrete shall be provided with protective footwear and protective gloves.
- b)- Those engaged in handling any materials which is injurious to eyes shall be provided with protective goggles.
- c)- Those engaged in welding works shall be provided with welder's protective eye - shields.
- d)- Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e)- When workers are employed in sewers and manholes, which are in use the contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to accident to public.
- f)- The Contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following precautions shall be taken.
- i)- No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
- ii)- Suitable face masks shall be supplied for use to workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
- iii)- Overall shall be supplied by the contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- 9- When work is done near any place where there is risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- 10- Use of hoisting machines and tackle including their attachments, anchorage & supports shall conform to the following :-
- a) i)- These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept in good repair and in good working order.
- ii)- 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,
- b)- Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be incharged of any hoisting machine including any scaffold winch or give signals to operator.

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- c)- In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering of as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine & all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine having a variable working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.
- d)- In case of a departmental machine, safe working load shall be notified by the Engineer - in - Charge. As regards contractor's machines the contractor shall notify safe working load of each machine to the Engineer - in - Charge whenever he brings it to site of work and get it verified by the Engineer - in - Charge.
- 11- Motors gearing, transmission, electric wiring and other dangerous part of hoisting appliance shall be provided with efficient safeguards; hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally placed. When workers are employed on electrical installations, which are already energised, insulating mats, working apparel such as gloves, sleeves and boots, as may be necessary shall be provided. Workers shall not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
- 12- 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 shall be provided at or near places of work.
- 13- These safety provisions shall be brought to the notice of all concerned by display on a notice board at prominent places at the work spot. Persons responsible for ensuring compliance with the safety code shall be named therein by the contractor.
- 14- To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the contractor shall be open to inspection by the Engineer - in - Charge or his representatives and the inspecting officers as defined in the Contractor's Labour Regulation.
- 15- Notwithstanding the above conditions 1 to 14, the contractor is not exempted from the operation of any other Act or Rule in force.

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## SPECIAL CONDITIONS

### 1- GENERAL :

1.1- These special conditions shall be read in conjunction with the description of the item of work in the Bill (s) of Quantities, the Technical Specifications, the C.P.W.D. specification for Delhi works the latest Indian Standard Specification Codes and the drawings. All the above quoted documents, shall be considered supplementary to each other. However, in the case of conflict amongst the various provisions, the following order of precedence shall be adopted :-

a)- In the case of conflict amongst the provisions of specifications :-

i)- Provisions in the Technical Specifications.

ii)- Provisions in the Special Conditions.

iii)- Provisions in the C.P.W.D. Specifications.

iv)- Provisions in the Indian Standard Specification / Codes.

b)- In the case of conflict amongst the Bill (s) of Quantities, Specification and the Drawing :-

i)- Provisions in the Bill of Quantities.

ii)- Provisions in the Specifications.

iii)- Provisions in the detailed Drawings.

iv)- Provisions in the General Drawings.

1.2- In the case of conflict amongst the various drawings, the decision of the Engineer - in - Charge shall be final and binding.

If specification for any item of work are not covered by any of the documents mentioned in para 1.1 above, the same shall be decided and conveyed by the Engineer - in - Charge to the contractor and shall be binding upon him / them.

1.3- The tenderer is advised to inspect the site to ascertain the nature of site, access thereto, local facilities for procurement of materials and working labour rates prevalent in the area, in fact all matters affecting his prices and execution of the work. The tenderer shall be deemed to have full knowledge of the site and drawings whether or not he actually inspects them.

1.4- The contractor shall mobilize and employ sufficient resources to achieve the detailed schedule within the broad frame work of the accepted methods of the working and safety. The contractor shall provide everything necessary for the proper carrying out of the work, including tools, plant and other things.

1.5- No additional payment will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedules even though the time schedule is approved by the Engineer - in - Charge.

1.6- The work shall be executed as per the programme drawn or approved by the Engineer - in - Charge and it shall be so arranged as to have co - ordination with any other agency employed at site. No claim on account of delay in the completion of the building work will be accepted except extension of time , on account of delay by the other agencies.

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1.7- The contractor shall permit free access and afford normal facilities and usual convenience to other agencies or departmental workmen to carry out connected work or other services under separate arrangements. The contractor will not be allowed any extra payment on this account.

1.8- The contractor shall provide all equipment, instruments, labour and such other assistance required by the Engineer - in - Charge for measurement of the works, materials, etc.

## 2- MATERIALS :-

2.1- For the purpose of collection of materials and execution of the work, the site will be considered to be lying in RESTRICTED AREA and passes to be issued for entry. The contractor will take all care and precautions during the execution of the work, so that no damages are done to the adjoining property or municipal lines or facilities. The contractor shall absolve the owner from any negligence on his part and will be responsible to meet them if any claims are put on the Company.

2.2- The contractor shall ensure to the satisfaction of the Engineer - in - Charge that the materials are packed in original sealed containers / packing bearing manufacturer's markings and brands etc. except where the gross quantity required is a fraction of the smallest packing. Materials not complying with this requirement shall be rejected.

2.3- The contractor shall store all materials in a proper manner so as to avoid contamination and deterioration. The places at site where materials are to be stored shall be subject to the approval of the Engineer - in - Charge. Should the places where the materials are stored by the contractor be required for any purpose, the contractor shall make arrangements to clear the place within such time as may be instructed by the Engineer - in - Charge. No claim whatsoever will be entertained on this account.

2.4- Royalty for earth, boulders, sand stone, metal etc., shall be born by the contractor and nothing extra on this account shall be paid to him.

2.5- The Engineer - in - Charge shall have the power to cause the contractor to purchase and use such materials of particular make or from particular source which may in his opinion be necessary for proper and reasonable compliance with the specifications and execution of work.

2.6- a)- When required by the Engineer - in - Charge, the contractor shall provide all facilities at site or at the manufacturing works or in an approved laboratory for testing of Materials and / or workmanship. All the expenditure in respect of this shall be borne by the contractor unless specified otherwise in the contract. The contractor shall, when required to do so by the Engineer, submit at his own cost, manufacturer's certificate of tests, proof sheets. Mill sheets etc. showing that the materials have been tested in accordance with requirements of this specifications.

b)- Neither the omission by the Engineer - in - Charge to test the materials nor the production of manufacturer's certificate etc. as aforesaid, shall affect the right, of the Engineer - in - Charge to reject, after delivery the materials found unsuitable or not in accordance with the specification.

2.7- For purposes of cement concrete work, in nominal mixes, 'BAG' of cement shall be deemed to mean 50kg of cement. The contractor's rate should take into account the losses in transit and handling and arising through such other reasons.

## 3- DRAWINGS :-

3.1- Clarifications required or discrepancies, if any, noted by the contractor in the various drawings supplied by the Engineer - in - Charge must be obtained before submitting the tenders, failing which the decision of the Engineer - in - Charge shall be final and binding on the contractor with regard to detailing and general acceptance of the contract.

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3.2- Should there be any discrepancy due to incomplete description / ambiguity or omission in the drawings and other documents whether original or supplementary, forming part of the contract, whether found on completion or during currency of the installation work, the contractor shall immediately on discovering the same, draw the attention of the Engineer - in - Charge and the Engineer - in - Charge's decision shall be final and binding on the contractor.

- 3.3- Large scale details shall take precedence over small size drawings. Special dimensions shall supersede the drawings. The contractor shall verify all dimensions at site.
- 3.4- Detailed working drawings on the basis of which actual construction shall proceed will be furnished to the contractor by the Engineer - in - Charge. Variations of any nature including dimensions of the building, foundations, structures etc., to be constructed actually from those indicated in the drawings enclosed with this tender or shown to him will not entitle the contractor for claiming additional rates. Payment will be made on actual measurement of work done, as admissible as per drawings at the rates entered in the Schedule of Quantities forming part of these tender documents. Any reinforcement laps or splices which are not authorised by the Engineer - in - Charge shall not be paid for.
- 4- RESPONSIBILITY FOR LEVELS, LAYOUTS AND ALIGNMENT :
- 4.1- The layout and alignment and the orientation of the different members of the structural work should be carried out after thoroughly checking the drawings and obtaining clarifications, if any. The setting out of work should be carried out by precision surveying instruments and got approved by the Engineer - in - Charge.
- 4.2- For proper execution of the work and testing of materials, the contractor shall make the following readily available at site in good condition :
- A theodolite, dumpy level with measuring staff, steel tapes, a set of standard sieves, stop watch, platform type weighing machine of 200 kg. Capacity, balance with weights, spring balance, slump cone with rods, 15 cm. cube moulds, plumb - bob, spirit level, vernier / micrometer, calibrated cylinder, hammers, thermometer etc.
- The contractor shall arrange the equipment and instruments in a testing room specifically made for this purpose at the site of work.
- 4.3- The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part and shall remedy effectively any errors or imperfections therein. Such rectification shall be carried out by the contractor at his own cost when instructions are issued to that effect by the Engineer - in - Charge.
- 4.4- When directed by the Engineer - in - Charge the contractor shall provide stones with flat tops and build the same permanently to act as bench marks. Likewise any other levels or lines or points specially required by the Engineer - in - Charge shall be built in. The contractor shall carefully protect and preserve such important marks / reference points throughout the execution of the work.
- 5- CLARIFICATIONS OF DISCREPANCIES :
- 5.1- In case of any discrepancy between specifications drawings etc. furnished or disputes in respect thereof, the interpretation of the Engineer - in - Charge shall be final and binding.
- 5.2- The levels, measurements and other information concerning the existing site as shown on the drawings or as described are deemed to be correct, but the contractor shall verify them for himself as no extra claim whatsoever shall be entertained on account of the errors or omissions in such matters or on account of the descriptions turning out to be different from what was expected by him

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## 6- **LOAD TESTS :**

- 6.1- The Engineer - in - Charge may during the progress of work or during the period of maintenance instruct the contractor that load test (s) be made on the work or any part thereof, if in his opinion, such test (s) are considered necessary for one or more of the reasons herein below specified :-
- (a)- The site - made concrete test cubes failing to attain the specified strength.
  - (b)- The shuttering of the concrete works being prematurely removed.
  - (c)- Overloading during construction of the works or part thereof.
  - (d)- Concrete improperly cured.
  - (e)- If any portion of the work be carried out without prior approval to proceed with such work.
  - (f)- If concrete is honey - combed or damaged or in the opinion of the Engineer - in - Charge, a particular portion has weakened that will affect the stability of the structure to carry the designed load.
  - (g)- Any other circumstances attributable to alleged negligence on the part of the contractor which in the opinion of the Engineer - in - Charge, results in the work or part thereof being of less than the expected strength.
  - (h)- Any other reason.

The load test shall be made at the contractor's own cost whether the results of such tests be satisfactory or otherwise.

All the load tests shall be carried out strictly in accordance with the instructions of the Engineer - in - Charge. Load testing will generally follow the procedure set out in the Indian Standard Codes of practice. But the Engineer - in - Charge is not bound to follow the Indian Standard Codes of practice and in his absolute discretion may issue instructions differing from the procedure set out in the Indian Standard Codes of practice.

## 7- **RATES :**

- 7.1- The rates quoted shall be deemed to allow for all minor extras and construction details which are not specifically shown on drawings or given in the specifications are essential in the opinion of the Engineer - in - Charge for the execution of works to conform to good workmanship and sound engineering practice. The Engineer - in - Charge reserves the right to make any minor changes during the execution without any extra payment.
- 7.2- The Engineer - in - Charge's decision to classify any item under 'minor changes', 'minor extras' and constructional details shall be final, conclusive and binding on the contractor.
- 7.3- The rates quoted by the contractor shall be net so as to include all requirements described in the contract agreement and no claim whatsoever due to fluctuations in the price of materials and labour will be entertained.
- 7.4- The rates quoted by the contractor shall include for supplying materials and labour necessary for completing the work in the best and most workmanship like manner to the satisfaction of the Engineer - in - Charge and which in the opinion of the Engineer - in - Charge cannot be made better, and for maintaining the same. The rates shall be complete in all respects also including cost of materials, erection, fabrication, labour, supervision, tools and plant, transport, sales/trade & other taxes, royalties, duties on material, contingencies, breakage, wastage, sundries, scaffolding etc.
- |                        |                             |
|------------------------|-----------------------------|
| Engineer – in – Charge | Signature of the Contractor |
|------------------------|-----------------------------|
- 7.5- In case, the rates of identical items under different sub - heads are different, the lowest of these will be taken for the purpose of making the payments.
- 7.6- The rates for different items are for all heights, depths, widths and positions, unless otherwise specified against the item. No claim in respect of any leads or lift for any item specified in the Schedule of Quantity, for which separate items for lead / lift do not exist in that schedule will be entertained.

## 8- **POSSESSION PRIOR TO COMPLETION & DEFECTS LIABILITY PERIOD :**

- 8.1- The Engineer - in - Charge has the right to take up erection of plant or any other work during construction for any use completed or partially completed work or part of the work. Such use shall not be deemed to be an acceptance of any work not completed in accordance with the contract agreement. Only if such prior use by the Engineer - in - Charge delays the progress of work then an equitable, adjustment in the time of completion only will be made.



- 8.2- The work will not be considered as complete till all the components of the buildings & structures after being constructed at site in all respects have been inspected / tested by the Engineer - in - Charge to his entire satisfaction & a completion certificate issued by the Engineer - in - Charge to this effect.
- 8.3- During the defects liability period the contractor shall be responsible for any defects in materials or workmanship that may develop in the works and shall remedy the same at his own cost to the entire satisfaction of the Engineer - in - Charge. The contractor shall also reinstate any portion of such defective works and / or replace any defective materials therein and generally do whatever may be necessary so that the whole of the said works may at the expiration of the said period be in a condition satisfactory to the Engineer - in - Charge. Final security deposit release shall not be effected till the Final Certificate to this effect is issued by the Engineer - in - Charge.
- 9- RECTIFICATION OF DEFECTS :
- 9.1- Any defect in the work done or materials used in the works pointed out by the Engineer - in - Charge shall be rectified within a week or such extended time as may be allowed in this regard, failing which the said defect shall be got rectified by the Engineer - in - Charge at the risk and cost of the contractor.
- 10- WORK AND WORKMANSHIP
- 10.1- The contractor shall make arrangements for and provide at his own cost all temporary approaches, if required at site, after obtaining prior approval of the Engineer - in - Charge of the layout of such approaches.
- 10.2- To determine the acceptable standard of workmanship, the Engineer - in - Charge may order the contractor to execute certain portions of works and services such as walls, flooring, raking out joints, a portion of road, road side drains and paths and the like and under the close supervision of the Engineer - in - Charge. On approval, these items shall be labelled by them as guiding samples so that further works are executed to conform to these samples.
- 10.3- All materials, articles and workmanship shall be the best of their respective kind for the class of the work described in the contract documents. The work 'best' used in specifications shall mean that in the opinion of the Engineer - in - Charge, there is no superior quality of materials or finish or article in the market and there is no better class or workmanship possible in his opinion for the nature of the particular item described in the contract.
- 10.4- All fittings, fixtures and materials shall be of the best quality and manufactured in India and shall be approved by the Engineer - in - Charge. The workmanship shall be best quality and decision of the Engineer - in - Charge shall be final and binding as to whether the quality conforms to the standard specified or not.
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- 10.5- All items of work under this contract shall be executed strictly in accordance with the relevant specifications read in conjunction with the appropriate I.S. Specifications duly modified by special conditions and Technical specifications.
- 10.6- Even though the payment shall be effected under different items in the Schedule of quantities, the various items in the schedule of quantities shall be deemed to cover all aspects of the work for the completion of the work as per drawings,

from excavation to the final finishing, not with standing any possible omission in the description of the item and specifications thereof regarding incidental items of work, without which the whole work cannot be deemed to have been included under the scope of the different items of the schedule of quantities. The contractor is advised to keep this in mind while quoting rates as no claims in this regard shall be entertained.

10.7- TOLERANCES : Reinforced Cement Concrete work shall be made so as to produce a finished concrete, true to shape, line, level, plumb and dimensions as shown on drawings subject to the following tolerances unless otherwise directed by the Engineer - in - Charge.

- (a)- Sectional dimensions - 5 mm.
- (b)- Plumb - 1 in 1000 of height.
- (c)- Levels - 3 mm before any deflection has taken place.

The actual levels of supports of steel trusses, beams, purlins etc. shall not vary more than 10mm from their marked levels. The sweep of trusses, beams etc. in the horizontal plane shall not exceed 1/1500 of the span subject to a maximum of 10mm. The deviation of upper chords of trusses from vertical plan, through centres of supports shall be within 1/250 of the truss height. Deviation in spacing of purlins shall be within 5 mm.

11- EXTRAS :

11.1- The cost of providing expansion and construction joints as necessary and directed will be deemed to be included in respective rates for concrete items of flooring, walling or other members as applicable. No extra payment shall be made to the contractor for the following which are deemed to be covered in his quoted rates :-

- a)- Plain and Reinforced Concrete Work :- Leaving recesses, chases, holes and other openings for services and finishing them neatly to correct sizes and shapes. Making sunk portions or troughs for carrying pipes or fixing other fittings. Making RCC members of different shapes as per architectural/structural drawings, embedding hooks, suspenders, clamps, bolts ,pipes, sleeves etc., as directed. Leaving slits, grooves, rebates, drip moulds etc., in required positions. Providing holes for embedding railings. Making brackets of required shapes. Protecting fresh concrete against damage by rain. Laying concrete in different mixes in different parts during a composite operation of concreting. Seiving, washing and drying the aggregate ( coarse or fine ) in case of unsatisfactory supplies made by the contractor. Allowing other authorised agencies to work simultaneously for completing their parts of the works. Re - setting minor displacement in form - work or reinforcement after other agencies have completed their part of the work.
- b)- Brick work
- c)- For necessary construction on sloping surfaces ( e.g. on sloping RCC footings ) only net measurements shall be recorded, nothing extra being admissible.

12- MISCELLANEOUS :

12.1- Invitation to Tender shall be deemed to be part of these Special Conditions.

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12.2- The introductory notes given in one sub - head in schedule of quantities will be applicable to similar items in other sub - heads.

12.3- Unless otherwise specified all 'Tons' are to be deemed as Metric Tonnes. All measurements are in Metric Units.

12.4- A qualified and experienced Engineer shall be posted at site by the contractor. Instructions, explanations and directions given to him shall be deemed to have been given to the contractor.

- 12.5- The Engineer - in - Charge shall be provided by the contractor with suitable office accommodation at site including lockable cupboard.
- 12.6- The work will be carried out as per regulations and bye laws of the local authorities. The contractor shall take whatever action is required in getting necessary approvals of plans etc., as well as necessary sanctions for water and sewer connections, road cuttings etc., of the local authorities wherever required.
- 12.7- The samples of all sanitary fittings, pipes & specials, man - hole covers & frames, gratings & also water supply fittings etc., shall be deposited with the Engineer - in - Charge which will be returned to the contractor at the completion of the work and got approved by him before using on the work. Any materials rejected by the Engineer - in - Charge shall be removed from site of work within 24 hrs. of rejection.
- 12.8- All pipe lines laid by the contractor shall be tested as required under the specifications to the entire satisfaction of the Engineer - in - Charge. The work shall not be treated as completed unless the lines are so tested.
- 12.9- All ferrule connections for water supply as well as sewer connections shall be arranged by the contractor and payment of fees thereof, if any, shall also be made by him. The Engineer - in - Charge shall, however, reimburse to the contractor such payments of fees on presentation of bills.
- 12.10- The contractor shall submit one complete set of originals and further two copies of layout drawings to the Engineer - in - Charge after completion of the work. These drawings must give the following information :-
- a)- Run of all pipes and diameters on all floors and the vertical stacks.
  - b)- Location and sizes of all control valves, access panels and other equipment.
  - c)- Invert levels of all manholes including invert levels at out - falls.
- 12.11- After all plumbing and equipment have been set ready for use and before the contractor leaves the job, he shall thoroughly clean all fixtures installed by him, removing all plaster, stickers, rust stains and other foreign matters or discoloration on fixtures, leaving every part in an acceptable condition and ready for use to the satisfaction of the Engineer - in - Charge.
- 12.12- The contractor shall construct the following temporary accommodation at site, at locations approved by the Engineer - in - Charge.
- a)- Shed for storing bags of cement.
  - b)- Office for the Engineer - in - Charge, minimum 20 sq. metres.
  - c)- Office for the Engineer - in - Charge's representative, minimum 20 sq. metres.
  - d)- Testing Laboratory of adequate size.

Engineer – in – Charge

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- 12.13- The temporary scaffolding raised during erection shall be pipe scaffolding in case the height is more than 4.5 metres.
- 12.14- The working hours at site shall be from 9 AM to 5 PM on all working days. Beyond working hours, specific permission from Trust authorities shall be obtained for working at site. No female worker shall be working beyond normal working time.
- 13- **ADDITIONAL WORKS :-**  
If required the contractor shall have to execute additional works within the Company campus site to the extent of 25 % ( Twenty five Percent ) of the accepted contract sum. The said percentage of 25 % shall apply separately to CIVIL as

well as Public Health Works. No adjustment of rates shall be made up to this limit and the terms and the conditions of the contract shall remain unaltered.

**14- SALES / TURNOVER TAX ON WORKS CONTRACT :-**

The sales tax on works contract as applicable from time to time shall the liability of the contractor & shall be borne by the contractor.

15- The owner shall pay bonus for early completion of any phase (s) to the entire satisfaction of the owner at the rate of 0.1 % of the cost of the phase per week of early completion subject to a minimum of 1 % of the cost of that phase. However, non payment of bonus for any reason whatsoever whether due to any reason within or outside the control of the owner shall not entitle the contractor for any claim of losses or damages. For delays in completion of any stage of the work, the Company shall recover compensation ( as and by way of liquidated damages and not penalty ) as per clause 32 of the general conditions of contract.

16- The contractor shall submit in envelop - I, the following details :

- i)- Details of equipment, Tools, Tackles to be deployed for the work in proforma enclosed.
  - ii)- Details of site organisation and Bio - Data of site incharge and key Personnel to be deployed at site in Proforma enclosed.
  - iii)- Schedule of implementation in the form of BAR Chart / PERT Network of the construction activities matching with the target schedule of construction.
- 17- Rate quoted by contractor shall include all taxes. There shall be no liability on Company on account of any taxes.

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**LIST OF MATERIALS TO BE SUPPLIED BY TRUST**

( See condition 14 [ b ] )

Name of work :

Description of material	Unit of Issue	Rate of Issue per Unit	Place of Issue
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Cement of Standard 50 Kg. in bags	Standard packed bag	Rs. ....	Trust Godown
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**CONDITION FOR ISSUE OF MATERIAL BY COMPANY**

- 1- The list consist of one item only.
- 2- The materials will be issued from the Company godown at site. The contractor shall bear the cost of cartage and wastage from the stores to the site of work as also watch and ward at site of work.
- 3- Material shall be issued to the contractor solely for the purpose of incorporation in the works only. Contractor shall submit the demand for the material to the Engineer - in - Charge in writing at least 7 ( seven ) days in advance of his requirements.
- 4- Material shall be issued to the Contractor according to the progress of work.
- 5- Cement bags shall be stacked by the contractor in a separate Godown having weather - proof roof and walls and on a proper floor consisting of 2 layers of dry brick laid on well consolidated earth at a level at least 30 cm. above the Ground Level. Those stacks shall be in rows of two bags deep and 10 bags high with a minimum of 60 cm. clear space around. The bags should be placed horizontally continuous in each line.
- 6- The contractor shall construct suitable godown at the site of work for storing the materials safe against damage of sun, rain, dampness, fire, theft etc., at his own cost.
- 7- Company gives no guarantee about the exact weight of cement in the packed bags and no claim whatsoever on this account shall be entertained at later date.
- 8- The contractor shall see that only the required quantities of materials are got issued. Any such materials remaining unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Engineer - in - Charge at a place where directed by him, if by a notice in writing under his hand he shall so require. Credit for such materials will be given at the prevailing market rate not exceeding the amount charged from him, including the handling charges levied at the time of issue of materials to him. The contractor shall not be entitled to cartage and incidental charges for returning the surplus materials from and to the store from where they were issued.

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- 9- After the completion of the work, the theoretical quantity of cement to be used in the work shall be calculated on the basis of C.P.W.D's statement showing quantities of cement to be used in the different item of works provided in the schedule of rates applicable to the agreement. Over this theoretical quantity of cement a variation upto 3 % plus / minus shall be allowed. The difference in the quantity of cement actually issued to the contractor and the theoretical quantity including authorized variations, if not returned by the contractor, shall be recovered at twice the issue rate including handling charges, without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. In the event of being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided ( allowing variations on the minus side as stipulated above ) the cost of the quantity of not so used shall be recovered from the contractor on the basis of stipulated issue rate including handling charge and cartage to site.
- 10- The provisions made above are without prejudice to the right of the Company to take action against the contractor under the conditions of the contract for not doing the work according to the prescribed specifications.

- 11- The contractor shall in no case be entitled to any compensation or damage on account of any delay in supply or non - supply of any material to be supplied by the Company.

Engineer – in – Charge

Signature of the Contractor