

**ITI LTD MANKAPUR, GONDA ( U.P.)**

**PRICE BID**

**E-tender No**

**EVCP 2302**

**Name of Work**

**CARRYING OUT HOUSE KEEPING WORKS IN  
FACTORY AREA**

**Name of Bidder**

**DURATION 12 MONTHS**

<b>S.NO</b>	<b>ITEM PARTICULARS</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
1	Cleaning ,mopping of the floors in the ,shop floors offices,departments as per specification (1).Rate to be quoted for one job for one month (not less than the prevailing labour rate in UP MNREGA)				
a	Admin building,visitors gate	Job	2.00		
b	Old GM building,main gate,HREDC,Union bhavan,petrol pump,	Job	1.00		
c	SEA plant,Tech building,,CSS,Shipping,IGD	Job	2.00		
d	Component divison,safety	Job	1.00		
e	HDPE Shop,service block	Job	1.00		
f	Central store,Civil,DG,Transport	Job	1.00		
2	Sweeping and cleaning of main roads near public buildings,,offices in factory area as per specification no (2).Rate to be quoted per job for one month ,Rate payable per job should not be less than prevailing labour rate in UP MNREGA.	Job	1.00		
3	Sweeping & cleaning of wash rooms,WC panes including adjoining areas/walls in public buildings ,offices as per specification N0(3) (Rate to be quoted for one job for one month) Rate payable to labours should not be less than prevailing in UP MNREGA	Job	3.00		
4	Cleaning of drains including removal of silt and other unwanted vegetation as per specification no (4)	Metre	2000.00		
5	Removal of choking from WC, gully trap, floor trap in public buildings as per specification N0-(5). (Rate to be quoted for each number of choking for one time execution)Rate payable to labours should not be less than prevailing in UP MNREGA	Each	100.00		
6	De silting and cleaning of branch/main sewer line between two main hole as per specification N0-(6) Rate to be quoted for one time cleaning of complete line with man holes. Rate payable to labours should not be less than prevailing in UP MNREGA	Metre	200.00		
7	Removal and disposal of dead animals out side factory premise as per specification no (7).Rate to be quoted for one number job for one time. Rate payable to labours should not be less than prevailing in UP MNREGA	Each	40.00		
8	Cutting and disposal of wild grass in pockets and on road berms including peepal,bargad as per specification no (8)	Sq mt	10000.00		
9	Cleaning of jali at sump house/oxidation pond and out fall chamber as per specification no (9)	Each	12.00		
10	Carrying out specific type of job which are not covered in BOQ ,as per specification no (10).Rate to be quoted for one job for one day. Rate payable to labours should not be less than prevailing in UP MNREGA	Each	100.00		
	<b>TOTAL</b>				
	<b>ADD GST @12%</b>				
	<b>NETT TOTAL</b>				

## TENDER ID EVCP 2302

NAME OF WORK :. "Carrying out house keeping works in Factory area" at ITI Ltd., Mankapur, Gonda (UP).

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Tender issued to:

DATE :

SIGNATURE OF THE PERSON SUBMITTING THE TENDER

IMPORTANT : The tenderer shall satisfy himself before submitting the tender that no paper or document from the bound tender consisting of page as above is missing.

SIGNATURE OF THE CONTRACTOR

**D.G.M(S)**  
**M/S ITI LIMITED**  
**MANKAPUR,**  
**DISTT. GONDA (U.P.)**

**TENDER FOR Carrying out house keeping works in factory area, ITI Limited,**  
**MANKAPUR, DISTRICT GONDA (U.P).** Dear Sirs,

I/we.....Prop/CEO/MD.....  
.....R/O..... have read and examined  
the following documents relating to the above work:

- (a) Notice inviting tender.
- (b) General conditions
- (c) Special conditions/Specifications
- (d) General condition of contract including contractor's labour regulations, Model Rules for labour Welfare and safety codes.

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.....

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.

(e) I / We have submitted the tender cost by way of IPO/DD/Bankers cheque bearing no .....in envelop no(1)

(f) I/We have submitted EMD in shape of DD/Bankers cheque bearing no.....in envelop no (1)

**SIGNATURE OF CONTRACTOR**

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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 attach here with by me/us a statement showing the details of works carried out for reference and to substantiate my/our experience and capacity to carryout the work on tender.

Our Bankers .....

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 under stand and note that the decision to entrust the above work to the lowest signed in the presence of :

ADDRESS:.....

YOURS FAITFULLY

DATE:.....

(CONTRACTOR)

- 1. Witnesses : \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_
- 2. Witnesses: \_\_\_\_\_  
Date \_\_\_\_\_ :

GENERAL CONDITIONS OF CONTRACT  
INTERPRETATION AND DEFINITIONS

1. Singular and Plural :

Where the context so requires, word importing the singular only also include the plural and vice versa.

HANDING AND MARGINAL NOTES CONDITIONS:

2. 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.

DEFINITIONS:

3. (a) "COMPANY" shall mean the ITI Limited having its registered office at 45/1 MAGRATH ROAD BANGLORE-560016, in the state of Karnataka and includes and duly authorized representatives 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 Co. or any other person empowered in this behalf by the company.

(c) The 'Contract' shall mean the notice inviting the tender and the acceptance thereof and the formal agreement, if any, executed between the company and the contractor together with the documents referred to therein including these conditions with appendices and any special conditions, the specifications, designs, 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 work shall include legal representatives of such individuals or persons composing such firm or unincorporated Company, or successors of 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 :

- (i) In the case of Lump Sum Contracts for which the tender is accepted :
- (ii) In the case of percentage Rate Contracts the estimated value of the work as mentioned in the tender adjusted by the contractor's percentage :

**SIGNATURE OF THE CONTRACTOR**

### III-2

- (iii) In the case of item Rate Contract the cost of the works arrived the 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 day of 24 hours from mid night to mid night irrespective of the number of hours worked in that day.
- (g) "Engineer in Charge" shall mean the Engineering officer appointed by the Company or higher duly authorized representative who shall direct supervise and be in charge of the works for purpose of this contract.
- (h) 'Excepted Risks' are risks due to riots (otherwise than among Contractor's employees) and civil commotion (in so far 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, damaged from air craft, acts of god such as earthquake, lightning and unprecedented floods and other cases 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 works in respect of which a certificate of completion has been issued or a cause solely due to company's faulty design of works.
- (i) 'Market Rate' shall be the rate as decided by the Engineer In Charge on the basis of the cost of the materials and labours at the site where the work is to be executed plus clause ten (10) percentage to cover all overheads 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 rate prescribed by the time to time.
- (k) The 'Site' shall mean the lands and/or other places on, under, 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 or used for the purpose of contract.
- (l) Temporary work shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the work.

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- (m) 'Urgent work' 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 'Work' shall mean the works to be executed in accordance with the contract or part(s) there of as the case may be and shall include all extra or additional, altered or substituted work or temporary and urgent works as required for performance of the contract.

#### **SCOPE AND PREFORMANCE CONTRACT DOCUMENTS**

- (4) The contractor shall be furnished, free of cost, two certified true copies of the contract documents except standard specifications and the schedule of rates and of all further drawings which may be issued during the progress of the works. He shall keep the 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 incharge, his representatives or by other inspecting officers.
- (4.1) None of these documents shall be used by the contractor for any propose 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 so as to apply even after the execution of such work under the contract.

#### **WORK TO BE CARRIED OUT:**

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

#### **SIGNATURE OF CONTRACTOR**

**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 and subsoil (so far as is practicable), the form and nature of the site, the quantities and nature of work and materials necessary for the completion of the works and the means of the access to site, the accommodation he may require and in general himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect 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 and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities, each rates and prices shall, except as otherwise provided, cover all obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works. Counter conditions if made will not be considered and will be ignored.

**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 allowed in preference to small scale drawings and figured dimensions in preference to scale and special conditions preference to general conditions.
- (8.1) In case of discrepancy between schedule of quantities, specifications and/or the drawings, the following order of preference shall be observed :-
- (a) Description in schedule of quantities.
  - (b) Particular specification and special conditions, if any.
  - (c) Drawings.
  - (d) General specification.
- (8.2) If there are varying or conflicting provisions made in any one documents forming part of the contract, the accepting authority shall be the deciding authority with regard to the intention of the document.
- (8.3) Any error in description, quantity or rate in schedule of quantities or any omission there from shall not vitiate the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

**SIGNATURE OF THE CONTRACTOR**



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- (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 dose 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 an 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 regarded as firm and extension shall be amended on the basis of the rate.
  - (c) All errors in totaling 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 out 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 of 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 error shall be rectified and the rectification dealt with as for deviations/variations under conditions 10 and 11 thereof, 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 bill of quantities.

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**THE EARNEST MONEY AND SECURITY DEPOSITS**

(9) The Earnest Money Deposit.

- i) The amount of earnest money which a contractor should deposit with tender is regulated by the following scales. In case of petty works costing Rs.5000/- or less the EE may at his discretion dispense with the conditions of calling for EMD.
  - a) For works estimated to cost upto Rs. Twenty Five crores – 2% of the estimated cost.
  - b) For works estimated to cost more than Rs. Twenty Five crores –Rs.Fifty lakhs plus 1% of the excess of estimated cost over Rs. Twenty Five Crores.
- ii) Tender should be rejected if it is not accompanied by the appropriate Earnest Money Deposit.
- iii) Earnest money given by all the contractors except the three should refunded within a week from the date of receipt of tenders. The Earnest money given by the other two tenders ( except the one whose tender is accepted ) should also be refunded within 15 days from the date of acceptance of tenders.
  - iv) The Earnest money of the successful tenderer may be adjusted with the security deposits payable by him.
- v) Time limit for refund of EMD to unsuccessful tenders – Within one week.

b). Security Deposits.

- i) After adjusting Earnest money deposit the contractor has to pay be way of cash / bank draft, the difference between the EMD and 5% of accepted tender value. The balance 5% to make up the Security deposit 10% may be recovered by 10% deductions from contractors bills. In other words a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as earnest money will amount to security deposit of 5% of the tendered value of the work.

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.

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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 contractors subsequent interim bills, in the same manner as aforesaid until the security deposit is restored to its full limit mentioned above.

ii) The contractor shall within 30 days of the acceptance of the contract, deposit the difference between earnest money and full security deposit by demand draft. The accepting authority, if requested by the contractor may permit in special cases, deduction of equivalent to 10% or higher of the gross bill till the amount so deducted sum upto the figure calculated as above, so as to realize the full security deposit before the last running bill.

c) Refund of security deposit.

i) Refund of Security Deposit 50% of Security Deposit after completion of the work and payment of final bills and balance 50% after completion of the defects liability period of

ii) If the contractor so desires, the company may consider refunding of the 5% Security Deposit recovered from the bill together with two & half percent 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.

**SIGNATURE OF THE CONTRACTOR**

**DEVIATIONS/VARIATION EXTENT AND PRICING:**

(10) The Engineer-in-Charge shall have power (i) to make alterations, omissions, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of 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 work 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 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 main work except as herein after provided. No work which radically changes the original nature of the contract shall be ordered by the Engineer-in-Charge as the deviation and the event of any deviation being ordered which in the opinion of the contractor changes the original nature of the contract, he shall never-the-less carry it out and the disagreement as to the nature of work and the rate to be paid therefore shall be resolved in accordance with Condition 10.2.

(10.1) The time for completion of works shall, in the event of any deviation 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; and 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.

10.2 If any such item of work is carried out by the Contractor on the instructions of the Engineer-in-charge which is not covered by the 'Accepted schedule of rates', the rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order:

i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.

ii) If the rate for the additional, altered or substituted work are not specifically provided in the contract for the work, the rate will be derived from the rates for a similar class of work as are specified in the contract for the work.

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iii) If the altered, additional or substituted work includes any work for which no rate is specified in the contract for the work and can not be derived from the similar class of work in the contract, then such work shall be carried out at the rates entered in CPWD Schedule of rates 2007 for Delhi (DSR 2007) minus/plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender or specific percentage for subhead quoted by the contractor.

iv) If the rates for the altered, additional or substituted work can not be determined in the manner specified in clauses (i) to (iii) above, then the rates for such work shall be worked out on the basis of the schedule of rates of the district specified above minus/plus the percentage which the total tendered amount bears to the estimated cost of entire work put to tender. Provided always that if the rate for a particular part or parts of the item is not in the schedule of rates, the rates for such part or parts will be determined by the Engineer-in-Charge on the basis of the prevailing market rates when the work was done.

v) If the rate for the altered, additional or substituted work can not be determined in the manner specified in sub-clauses (i) to (iv) above, then the contractor shall, with in 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge of the rates which is his intention to charge for such class of work, supported by analysis of the rate or rates claimed and the Engineer-in-Charge shall determine the rate or rates on the basis of prevailing market rates, and pay the contractor accordingly. However, the Engineer-in-Charge, by notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry it 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 the 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 for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons:-

i) On the 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 Contractor.

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.

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(b) If the Suspension is ordered for reasons (ii) and (iii) in sub-para (a) above, the contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25%.

#### 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 work shall commence from the 15th day after the date on which the Engineer-in-Charge issues written order to commence the work or from the date of handing over of the site whichever is later or as mentioned in the written work order. If the Contractor commits defaults 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 the works. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs where different progress schedule is specified) complete 1/8th of the whole of the work before 1/4th of the whole time allowed for the contract has elapsed; 3/8th of the work before on half of such time has elapsed and 3/4th before 3/4th 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 lock out , affecting any of the trades employed on the work, 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

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h) Any other cause which, in the absolute description 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.

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 and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor 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 (here in after referred to as T & P) required for execution of the work.

#### MATERIALS TO BE PROVIDED BY THE CONTRACTOR:

14(a) The Contractor shall at his own expense, provide all materials required for the work 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 specification 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 expenses 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 or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval fresh samples complying with the specification laid down in the contract.

3. The Engineer-in-Charge shall have full powers to require removal of any or all the materials brought to site by the Contractor which are not in accordance with the Contract.

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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 the other means. All costs, which may attend upon such removal and/or substitution shall be borne by the Contractor.

4. The Contractor shall indemnify the Company or any agent or employees 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 and shall pay any royalties or other charges which may be payable in respect of any article or materials or the 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 indemnify shall not apply when such infringement has taken place in complying with the specific direction 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 specification issued after submission of the tender.

5. 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 Company) shall be borne by the Contractor.

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 Contract. The cost of materials consumed in tests shall be borne by the Contractor in all cases except when otherwise provided.

**a) Materials to be Supplied by the Company**

1. For purposes of this Contract, the materials as mentioned in the list for issue of stores by the company at the rate and condition stated there-in, will be issued if available.

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 rate to be fixed by the Engineer-in-Charge.

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2. For the materials, in 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 and the value of materials so supplied shall be set off or deducted, as and when materials are consumed in item of work for which payment is being made to the Contractor, from any sums then due or which may there after 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.

All the empty cement bags, in respect of cement and a certificate to this effect shall also be obtained from the authorized agents by the contractor and submitted with the final bill.

3. The material will be issued from the company's 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 in incorporating or fixing materials in the work 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 work) shall, on completion or on fore closures 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 and 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 would have been incurred by the Contractor had such materials been delivered at the place of issue, shall be borne by the Company.

5. Surplus materials returned by the Contractor shall be credited to him by the Engineer-in-Charge at rate not exceeding those at which these were originally issued to him after taking into consideration deterioration or damage which may have been caused to the said materials whilst 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.

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**GENERAL :**

15. The 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.

15.1 Company's officials 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.

15.2 All materials brought to the 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 to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the work any person who has not completed his fifteenth years of age.

(a) In this connection, the Contractor shall be responsible for implementation of the Contract Labour (Regulation and Abolition) Act 1970 and the rules made therein by the U.P.Govt/Central Govt. 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.

16.1 The Contractor shall furnish to the Engineer-in-charge at fortnightly intervals a distribution return of the number and description by trades of the work peoples employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-in-charge a true statement showing in respect of the second half of the proceeding month (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (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.

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16.2 The Contractor shall pay to labour employed by him either directly or through subcontractors 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-contractors comply with or to 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 the payment of wages Act, 1936, Minimum Wages Act, 1948, Employee's Liability Act, 1938, Workmen's compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, and EPF & MP Act, 1952, or any modification thereof or any other law relating there to and rules made thereunder from time to time till latest updates.

16.4(A) The Contractor shall be liable to pay his contribution and the employees contribution of the state Insurance Scheme in respect of all labour Employed by him for the execution of the Contract in accordance with the provision of "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 of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees state Insurance.

16.5 The Engineer-in-Charge shall on report having been made by an Inspecting Officer as defined in the Contractor's Labour Regulation have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractor's Labour Regulations.

16.6 The Contractor shall indemnify the Company against any payment to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnify from his sub-Contractors.

16.7 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. 50.00 liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the Contractor's default continuing in the respect, the liquidated damages may be enhanced to Rs. 50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the work as per tender. The Engineer-in-Charge shall deduct such amount from bills and credit the same to the Welfare fund constituted under.

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regulations. The decision of the Engineer-in-charge in this respect shall be final and binding.

#### 16.1.1 MODEL RULES FOR LABOUR WELFARE :

(i) The Contractor shall at his own expense comply with Model Rules for the 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.

ii) The contractor will insure payment to the manpower engaged in work on 7<sup>th</sup> of every months irrespective of payment from ITI as per minimum wages Act.

#### 16.1.2 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.

(i) Failure to comply with Model Rules for labour Welfare, Safety Code or the provisions relating to report on accidents and to grant of maternity benefit to female workers shall make the Contractor liable to pay to the company as liquidated damages an amount not exceeding Rs. 50.00 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 deductions 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 purposes) or take possession of the site until instructed to do so by the Engineer in charge in writing. 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 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 purpose of or in connection with the Contract, the Contractor shall be a licensee, subject to the following and such other terms and conditions as may be imposed by the licencer:

- i) That he shall pay a nominal licence fee of Rs.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.

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iii). That the Contractor shall be liable to vacate the land on demand by the Engineer-in-Charge.

iv) 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 demolish and 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 there to 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 WORK:

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 work and be responsible for the ccuracy 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 direct 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 Risk shall be removed from the site to the satisfaction of the Engineer-in-Charge and at the Contractor's expense.

#### NUISANCE:

20. The Contractor shall not 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 the 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.

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#### **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 the absolute property of the Company and the Contractor shall take reasonable precautions to prevent his workmen 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 directions 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 work and earth level within 1 metre 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, guard-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 work or the public.

#### **CONTRACTOR'S SUPERVISION:**

25. The Contractor shall either himself supervise the execution of the work or shall appoint a competent agent approved by the Engineer-in-Charge to act in his stead. 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 expense, 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 authorized 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.

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26.1 No works 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 authorized 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 foundations. In the event of 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.

26.2 Company Officers concerned with the Contract shall have powers at any time to inspect and examine any part of the works and the Contractor shall give 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 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 instructions 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 to 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 there upon confirm, reverse or vary such decision.

#### REMOVAL OF WORKMEN:

28.0 The contractor shall employ in and about the execution of the work 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 misconducts himself or is incompetent or negligent in the proper performance of the duties and such person shall not be again employed upon the works without permission of the Engineer-in-Charge.

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#### UNCOVERING AND MAKING GOOD:

29. The Contractor shall uncover any part of the works and/or make openings in or through the same as the Engineer-in-Charge may from time to time direct for his verification and shall reinstate and made 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/or 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.

#### NORMALWORKING HOURS AND WORK ON HOLIDAYS AND DURING NIGHTS:

30. The Contractor shall carry out all the works during the working hours of the General (Admin.) shift of the Factory. The Contractor shall not carry out any work on holidays and during nights, without prior permission in writing from the Engineer-in-Charge.

#### 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) (b) defects to be rectified by the Contractor and /or (c) item for which payment shall be made at reduced rates indicating the reasons thereof. When separate periods of completion have been specified for item or group of items, the Engineer in charge shall issue separate completion certificates for such item or group of items. No certificate of completion shall be issued, nor shall the work be considered to be complete till the contractor shall have remove 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 execution of the work, as shall have been erected by the Contractor or the workmen and cleaned all dirt from all part 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 fastening; 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 Engineers in charge. If the Contractor shall fail to comply with any of the requirements of this condition as aforesaid, on or before the date of completion of the works, the Engineer-in- Charge may at the expense of the Contractor fulfill such requirements and dispose off the scaffoldings, surplus materials and rubbish etc., as he thinks fit and the Contractor shall have no claim in respect of.....

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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 completion of the entire work, item or groups of item 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 herein after in this condition referred to as the relevant part) then notwithstanding anything expressed or implied elsewhere in this Contract:-

(a) Within ten days of date of completion of such items, or group of items or of 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 fulfills 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 item 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 purpose 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 under this Condition.

#### **COMPENSATION FOR DELAY:**

32. If the contractor fails to maintain the required progress in terms of condition 12 or to complete the work and clears the sites 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 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 item or group of items for which separate period of completion has been specified.

For this purpose the terms 'Contract value' shall be the value at contract rates of the work as ordered:

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- (a) Completion period (as originally stipulated) not exceeding 6 months @1(one) percent per week.
- (b) Completion period (as originally stipulated) Exceeding 6month and not exceeding 2 years @ 1/2 (half) percent per week.
- (c) Completion period (as originally stipulated exceeding 2 year. @ 1/4 (quarter) percent per week.

32.1 Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the under noted percentage 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. @10(ten) percent.
- (b) Completion period (as originally stipulated) exceeding 6 months & not exceeding 2 years. @ 7.5 (Seven & half) percent.
- (c) Completion period (as originally stipulated) exceeding 2 years. @ 5 (five) percent.

32.2 The amount of compensation may be adjusted or set- off against any sum payable to the Contractor under this or any other contract with the Company.

#### Defect Liability Period :

33.a 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 defects which may develop or may be noticed before the expiry of defect liability period from the certified date of Completion. This period will be as mentioned below from the actual date of completion of work.

- i) For repair works (6) six months
- ii) For new works(1) One year

#### (b) DEFECTS LIABILITY DEPOSIT:

(i) On expiry of defect liability period or on payment of the final bill 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 are no dues, out standing against the contractors.

(ii) Before refunding the balance half of security deposit, the Engineering Department should certify that there are no dues outstanding from the contractor under this contract. The contractor should, while accepting refund, certify that he has no further claims against this contract in full and final settlement.

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(iii) If the contractor so desires, the company may consider refunding of security deposit recovered from the bills together with initial security deposit after completion of the work and payment of the final bill on production of the Banker's guarantee (annexure 14) for a like amount on verification with the Bank. These Banker's guarantee shall be redeemed after completion of the defects liability period.

#### CONTRACTOR'S LIABILITY AND INSURANCE: (Applicable to new works only)

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 minimize 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 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 work shall be in good order and conditions 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 to any material or articles at the site from any of the Excepted 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 articles and/or materials as may be directed :-

(b) The contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the erection and completion of the works under and in accordance with the provisions and conditions of contract; and

(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 re execution of the works lost or damaged, the replacement of any materials and articles lost or damaged but not incorporated in the works on the day when loss or damage occurred and the removal by the contractor as provided above of 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 workman employed by him for any injury caused to him or the workman's legal successors for loss of the workman'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 or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

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34.3 Without limiting the obligations and responsibilities under this condition the contractor shall insure the works ( from commencement to completion) and all materials at site to their full value 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 shall deposit with the Engineer-in-charge the said policy or policies. All moneys payable by the insurer under such 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 covers 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.

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 materials 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 and 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 or 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 Company) by or arising out of carrying out of the Contract.

34.8 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, Employee's Liability Act,1938, the workman's compensation Act,1923, Industrial disputes Act, 1947 the Employees state insurance Act,1948 and Maternity benefit Act,1961 or any modifications thereof or any other law relating thereto and rules made.

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there under from time to time or as consequence of any accident or injury to any workman or other persons 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 expense or any suit, action or proceeding 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.

34.9 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer- in-charge has agreed to their cancellation.

34.10 The Contractor shall prove to 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.

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 and/or his sub contractors, fails to keep enforce 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 premiums 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 and for departmental labour and labour of any other properly authorized authority or statutory body which may be employed at the site on execution of any work not included in the contract or any contract which the company may enter into in connection with ancillary to the works.

#### NOTICE TO THE LOCAL BODIES:

36. The contractor shall comply with and give all notices required under any governmental authority, instrument, rule or order made under any act of parliament, state law or any regulation or bye-laws any local authority relating to the

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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 written 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 law or any Government instrument, rule or order and any regulations or bye laws of any local authority in respect of the works.

#### SUB CONTRACT:

37. The contractor shall not sublet any portion of the contract without 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 officers for the time being entrusted with the functions, duties and powers of the Engineer-in-charge.

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 date, when in the ordinary course of 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 contractors' agent shall be considered to have the same force as if they had been given 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 the work in a 'Works Site Order Book' maintained in the office of the Engineer-in-charge and the Contractor or his authorized representative shall confirm receipt of such instruction by signing the relevant entries in this book. If required by the Contractor he shall be furnished a certified true copy of such instruction (s).

#### 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 and hence not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

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39.1 The Contractor shall be paid at Contract rate full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilized on the work to the full extent 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) (i) The Company shall have the option to take over Contractor 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 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.

(ii) 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 shall be paid. If materials are not transported to either or the said places, no cost of transportation shall be payable.

(c) 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 rate not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to the Company stores, if so required by the Company.

(d) Reasonable compensation for transfer of T & P, from site to Contractor's permanent stores or to his other works, whichever is less shall be paid. 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 his 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 partner dies then unless the Company is satisfied that the legal representative 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.

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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 representative 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 the 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 takes effective steps to remedy it within 7 days after a notice in writing is given to 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(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge; or

(d) Shall offer or agree to give any person in company's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the 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 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, pay partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being enforce for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

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(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 holders to appoint a receiver; 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 without prejudice to any other rights to 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 the 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 expenditure 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 moneys due to the Contractor on any account or under any other contract and if such moneys are not sufficient the Contractor shall be called upon 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 the Contractor's unused materials, constructional plant, implements, temporary building, etc. and apply the proceed of sale thereof towards the satisfaction of any sums due from the Contractor under the contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

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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 the part of the works, such benefit shall not accrue to the Contractor.

#### LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF:

42. If the Contractor or his workman 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 expenses. 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 Defects Liability Period, that 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 defects, 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 re-construct the work so specified in whole 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, notwithstanding 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 individual rooms, quarters or premises, etc, where the work is done, without waiting for completion of all other item of work in the Contract. In case the Contractor fails to the comply with the requirements of this condition, the Engineer-in-charge shall have the right to get the work done by other means at the cost of the 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 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,

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the Engineer-in-charge may by his own or other 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 such 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 firm. Where the Contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership 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 of Condition 41(j) hereof and the same action may be taken and the same consequence shall ensure as provided for the said Condition 41.

#### 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 sub-contractor and other 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 Apprentice Act, 1961 and shall be responsible for all obligation of the employer under the Act including the liability to make payment to Apprentices as required under the Act.

Category	Ratio
Brick-layer	1:7
Brick Mason/Building Construction	1:7
Carpenter	1:7
Wiremen	1:7
Structural Fitter	1:5
Plumber	upto 2 workers Nil
	upto 3 workers 2
	upto 4 workers 3
	upto 5 workers 4
	Upto 6 workers 5
	Upto 7 workers 6
	Upto 8 workers 7
	Upto 9 workers 8
	Upto 10 workers 9
	and thereafter 1:2

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**VALUATION AND PAYMENT RECORDS AND MEASUREMENTS:**

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 Measurement shall be taken jointly by the Engineer-in-charge or his authorised representative and by the Contractor or his authorised representative.

46.3 Before taking measurements of any work, the Engineer-in-charge or the person deputed by him for the purpose shall give a reasonable notice to the Contractor, If the Contractor fails to attend or send an authorised representative for measurement after such a notice or fails to countersign for 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 measurements of the work.

46.4 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.

46.5 Measurement 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 item objected to and such note shall be signed and dated by both parties in taking the measurement.

**METHODS OF MEASUREMENT:**

47. Except where any general or detailed description of the work in quantities expressly shows to the contrary, schedule of quantities shall be deemed to have been prepared and measurement shall be taken in accordance with the procedure set forth in the schedule of Rates/Specification not with standing any provision in the relevant standard Method Measurement or any general or local custom. In the case of items which are not covered by the Schedule of Rates/Specification, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Indian Standard Institution.

**PAYMENT ON ACCOUNT:**

48. Interim bills shall be submitted by the Contractor for the work executed. The Engineer-in-charge shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.

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48.1 Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the Contractor is considered entitled by way of interim payment for following:-

a) All work executed, after deducting therefrom the amounts already paid, the security deposit and such other accounts as may be deductible or recoverable in terms of the Contract;

b) 75 percent of the cost (as assessed by the Engineer-in-charge) of any materials which are in the opinion of the Engineer-in-charge reasonably required in accordance with the Contract and have been brought to site for incorporation in the works and are safeguarded against loss due to any cause whatsoever to the satisfaction of the Engineer-in-charge, but have not been so incorporated; provided the Contractor provides an insurance cover for the full cost of perishable materials.

48.2 The advance payments under (b) above shall be adjusted as and when materials are utilised in the work.

48.3 Any interim certificate given relating to work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-charge supporting an interim payment shall by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.

48.4 Pending consideration of date of completion interim payments shall continue to be made as herein provided.

#### TIME LIMIT FOR PAYMENT ON FINAL BILL:

49. The final bill shall be submitted by the Contractor with in three months of physical completion of the works. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by the Engineer-in-charge, shall be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by the Engineer-in-charge;

- |  |                    |
|--|--------------------|
| (a) Contract amount not exceeding Rs. 5.00 Lakhs | ..... four months. |
| (b) Contract amount exceeding Rs. 5.00 Lakhs     | ..... Six months.  |

49.1 After payment of the amount of the final bill payable as aforesaid has been made, the Contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the Contract.

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**OVER-PAYMENTS AND UNDER-PAYMENT:**

50. Wherever any claim for the payment of sum of money to the Company arises out of or 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 and 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.

50.1 The Company reserves the right to carry out 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, not withstanding 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 51 of this Contract and not withstanding the fact that the amount of the final bill figures in the arbitration award.

50.2 If as a result of such audit and technical examination any overpayment 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 and or all of the methods prescribed above or if any underpayment discovered the amount shall be duly paid to the Contractor by the Company.

50.3 Provided that the aforesaid right of the Company to adjust over payments 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 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.

50.4 Any amount due to the Contractor under this Contract for under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to the Company on any other Contract or account whatsoever.

**SIGNING NO CLAIM CERTIFICATE**

51. The contractor shall not be entitled to make any claim whatsoever against the company under and by virtue of and arising out of this contract, nor shall the company entertain and consider any such claim if made by the contractor, after he shall have signed No-Claim certificate in favour of the company, in such form as shall be required by the company after the work are finally measured up.

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**CLAIMS MONTHLY SETTLEMENT OF CLAIMS**

52.0 The contractor shall prepare and furnish to the Engineer In Charge once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the contractor may consider himself entitled and of all extra and additional works ordered by the Engineer In Charge which he has executed up to and including the proceeding month under the following subhead.

- (a) Deviation from item and specification provided in contract documents.
- (b) Extra items of works.
- (c) Quantities in excess of those provided in the contract schedule.
- (d) Items in respect of which rate have not been settled.

No claims for payment for any such work will be considered which has not been included in such particulars.

He should in addition furnish a clear certificate to the effect that the claim submitted by him as aforesaid contain all his claims and that no further claims shall be raised by him in respect of the work done upto and including the period under report.

**ARBITRATION AND LAWS**

**ARBITRATION:**

53. Except where otherwise provided for 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 or workmanship or materials used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of 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 work or after the completion or abandonment thereof shall be referred to the sole arbitration of an authority appointed by the company. There will be no objection if the arbitrator appointed is an employee of ITI Limited and that he had to deal with the matters in dispute of difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason the Company shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this Contract that no person other than a person appointed by the Company as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all. In case where the amount of the claim in dispute is Rs. 50,000 ( Rupees fifty thousand) and above, the arbitrator shall give reason for the award.

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Subject as aforesaid the provision of the arbitration Act,1996, or any statutory modification or re-enactment there of and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the 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 such dispute.

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

The work under the Contract shall, if reasonably possible, continue during arbitration proceeding and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

The entire cost of arbitration including fees to arbitrator, charges, cost of stamp paper and any other charges shall be shared equally between ITI & the contractor.

The contractor has to remit 50% of the total cost of arbitration and other charges excluding stamp paper charges to ITI while seeking for a reference to the Arbitrators. Then only ITI shall consider the matter for reference.

#### LAWS COVERING THE CONTRACT

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

#### TRADE TAX

55. Trade tax on work contract is to be borne by the Contractor.

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#### **CONTRACTORS LABOUR REGULATIONS**

( Seen Condition 16 )

**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 a Contractor directly, or indirectly through a sub-contractor, or by an agent on his behalf on a payment as per terms.

(b) "Fair Wage" means, 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 employments in the neighborhood but shall not be less than the minimum rates of wages fixed under the Minimum Wages Act.

(c) "Contractor" for the purpose of these Regulations shall include an agent or 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 Organisation.

(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.

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 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.

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**(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 a day consecutively without a rest day for a whole day.

Where in accordance with the foregoing provisions a worker works on 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 clean and legible condition in conspicuous place on the works, notice 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 the such notice to the Inspecting Officers.

**5. Fixation of Wage Periods:** The Contractor shall fix wage period 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 wage period is one week, within THREE days from the end of the wage period, and in any other case before the expiry of the 7th day or 10th day from the end of the wage period accordingly as the number of workers dose not exceed 1,000 or exceeds.

(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 on 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 days and during normal working time.

**NOTE:** The term "Work day" means a day on which the work on which labour is employed, is in progress.

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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 workman shall be entered therein within THREE days of employment.

8. Employment Card: The Contractor shall issue an employment card in the form appended to these 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.

9. Register of Wages etc. : (i) A Register of wages- Cum-Muster Roll in the Form 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 the 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 period for which he was absent.
- (c) Deduction for damage to or loss of goods expressly entrusted to the Employed person for custody, or for loss of money he is required to account for, where such damage or loss is directly attributable to his neglect or default;
- (d) Deduction for recovery of advances or for adjustment of overpayment of wages. 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 approved by the Chief Labour Commissioner.

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

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(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 wage payable to him in respect of that wage 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 omissions for which penalty or fine may be imposed on a workman 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) Age.
- (d) Nature of accident and cause of accident.
- (e) Sex
- (f) Time and Date of accident.
- (g) Date and Time when admitted in hospital.
- (h) Date of discharge from the hospital.
- (i) Period of treatment and result of treatment.
- (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- (k) Claim required to be paid under Workmen's Compensation Act.
- (l) Date of payment of compensation.
- (m) Amount paid with details of the person to whom the same amount was paid.
- (n) Authority by whom the compensation was assessed.
- (o) Remarks.

**SIGNATURE OF THE CONTRACTOR**

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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, and 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 thereof. It shall be obligatory on the part of the Engineer-In-Charge on receipt of such report to deduct such amount from payments due to the Contractor.

14. Disposal of amounts recovered from the Contractor: The Engineer-In Charge shall arrange payment to workers concerned within FORTY FIVE days from receipt of a report from the Inspecting Officer except in case where the Contractor has made an appeal under Regulation 16 of these Regulations. In case where there is an appeal payment of worker's 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 monies 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 contractor.

16. Appeal against decision of Inspecting Officer: Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the Regional Labour Commissioner 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 Regional Labour Commissioner 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 enquiry under these Regulations by an officer of a registered trade Union of which he is a member or by an officer of a federation of trade union to which the said trade Union is affiliated or where the workman is not a member of any registered trade union, by an officer of a registered trade union, connected with, or by any other workman employed in, the industry in which the worker is employed.

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(ii) A contractor shall be entitled to be represented in any investigation or enquiry under these regulations by an officer of an association of Contractor of which he is a member or by an officer of a Federation or association of contractors to which the said Association is affiliated or where the Contractor is not a member of any 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.

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 third party on account of the application of the said act of this Contract.

**REGISTER OF WORKMEN**

(Regulation 7)

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

- i) Name and Address of the Contractor .....
- ii) No. and date of the Contract.....
- iii) Name and Address of the department awarding the contract.....
- iv) Nature of the Contract and location of the work .....
- v) Duration of the Contract .....

**SIGNATURE OF THE CONTRACTOR**

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S.No.	Name & Surname of the workers	Age and Sex	Father's/Husband's Name	Nature of Employment/ Designation
1.	2.	3.	4.	5.
Permanent/Home Address of Employees(Village Distt:Thana)	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.	

**EMPLOYMENT CARD (REGULATION 8)**

- i. Name & Sex of the Worker.....
- ii. Father's/Husband's name .....
- iii. Address .....
- iv. Identification marks .....
- v. Age or date of birth .....
- vi. 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 Dependents  
 (Specify Village, Distt. and State) .....

S.I. No.	Name & Address of Employer (Specify whether a Contractor or a sub Contractor)	Particulars of Location of work site and description of work done.	Total period for which the worker is employed from.. .to.....	Actual number of days worked
1	2	3	4	5

**SIGNATURE OF THE CONTRACTOR**

**III-44**

Leave taken (No.of days should be specified)	Nature of work done by the worker.	Wage period	Wage rate (with partic- ulars of units case of piece work)	Total wage ear- ned by the worker during the period shown under Col.5
6	7	8	9	10.

Remarks	Signature of the Employer.
11	12

**REGISTER OF WAGES-CUM-MUSTER ROLL  
(Regulation-9)**

- i. Name and Address of the Contractor .....
- ii. No. & date of the Contract.....
- iii. Name & Address of department awarding  
the contract .....
- iv. Nature of the contract and location of work.....
- v. Duration of the Contract.....
- vi. Wage period.....

S.No.	Name & 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. 1,2,3,4,5,6,7....31)	Total attendance units	Fair Wage Basic	payable D.A. & other allowances
6	7	8	9

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**III-45**

WAGES PAID		OVERTIME WORKED			Total wages paid
Basic	D.A.& other allowance	Date	No. of Hours	Overtime wages earned	
10	11	12	13	14	15

DEDUCTION FROM WAGES

@Fine	@Deduction for damage or loss	House Rent	Recovery of advances	Other Deductions	Net Wages payable
16	17	18	19	20	21

Date of payment	Signature or Thumb impression of worker	Remarks
22	23	24

@ Reasons to be recorded in column 24.

REGISTER OF FINES (REGULATION No. 10.vii)

S.No.	Name	Father's/ Husband's Name	Sex	Deptt.	Nature and date of offenc for which fine imposed.
1	2	3	4	5	6

Whether work men showed cause against fine or not,if so,enter date.	Rate of Wages	Date and Amount of fine imposed	Date on which final realised	Remarks
7	8	9	10	11

**SIGNATURE OF THE CONTRACTOR**

**III-46**

**REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE COMPANY BY THE NEGLIGENCE OR DEFAULT OF THE EMPLOYED PERSONS.**

-----  
(Regulation No. 10-VII)  
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S.No.	Name	Father's/ Husband's Name	Sex	Deptt.	Damage or loss caused with date
1	2	3	4	5	6
-----					
Whether worker	Remarks	Date & Amount of De- duction imposed	No. of instal- ments, if any	Date on which total amount released	
7		8	9	10	11

-----  
**WAGE SLIP**  
(Regulation)  
-----

i) Name of Contractor .....

i)

Place .....

-----  
1. Name of worker with  
Father's/Husband's name

- .....
2. Nature of employment
  3. Wage Period
  4. Rate of Wage payable
  5. Total attendance/Unit of work done
  6. Date on which overtime worked
  7. Overtime Wages Gross Wages payable

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9. Total deductions/(indicating nature of deductions)

.....

10. Net Wage payable .....

.....

Contractor's Signature/  
Signature/ Thumb Impression  
Impression

Employees  
Thumb

-----

**MODEL RULES FOR LABOUR WELFARE**  
(See Condition 6)

1. Definitions:

- (a) "Work place" means a place at which, on an average, twenty or more workers are employed.
- (b) "Large Work place" means a place at which, on an average, 500 or more workers are employed.

**SIGNATURE OF THE CONTRACTOR**

3. First Aid:

At every work place, there shall be maintained in a readily accessible place first-aid appliances including an adequate supply of sterilised dressing and sterilized 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 work places, they shall be placed under the charge of a responsible person who shall be readily available during working hours. At large work places, 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 work places are remotely situated and far away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.

Where large work places 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 facilitate removal or 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 Work places there shall be provided and 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 the area where the work is carried on may be taken as the prescribed standard.

4. 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.

5. Drinking Water:

In every work place, there shall be provided and maintained at suitable places, easily accessible to labour a sufficient supply of cold water for drinking. Where drinking water is obtained from an intermittent public water supply each Work place 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 in and be provided with a trap door which shall be dust and water proof.

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**III-49**

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

5. Washing and Bathing places:

Adequate washing and bathing places shall be provided separately for men and women. Such place shall be kept in clean and drained condition.

6. Scale of Accommodation in Latrines and Urinals:

These shall be provided within the precincts of every work place latrines and urinals in 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	2
b) Where number of persons exceeds 50 but does not exceed 100	3
c) For additional persons	3 per 100 or part thereof

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

7. Latrines and Urinals:

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

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

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#### 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 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 :

A every work place there shall be provided, free of cost, four suitable sheds, two for rest, separately for use of, men and women Labour. Height of each shelter shall not be less than 3 meters from floor-level to lowest part of roof. Sheds shall be kept clean and the space provided shall be on the basis of at least 0.5 Sq.M. per head.

#### 11. Creches :

At a place at which 20 or more women workers are ordinary employed there shall be provided at least 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.

Hut shall be provided with suitable and sufficient openings, for light and ventilation. There shall be adequate provision of sweeper 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.

Where the number of women workers are more than 25 but less than 50 the Contractor shall provide at least one hut and one Dai to look after children of women workers. Size of crèche (s) shall vary according to the number of women workers employed. Creche(s) shall be properly maintained and necessary equipment like toys, etc. provided.

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### III-51

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, siting and erection of the above mentioned structures shall be approved by the Engineer-In-Charge, and the whole of such temporary accommodation shall 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 precaution 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 and effectively sealed off and the whole of site left clean and tidy to the entire satisfaction of the Engineer In Charge and at the Contractor's expenses.

14. Anti-malarial precautions:

The Contractor shall, at own expense, conform to all anti-malarial instructions given to him by the Engineer-In-Charge, including filling up of any borrow 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 and other penalties as are prescribed in the conditions.

16. Interpretations, etc.:

On any question as the application, interpretation, or effect of these Rules the decision of the Chief Labour Commissioner or Deputy Chief 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 direction as it may consider necessary for the proper implementation of these Rule or for the purposes or removing any difficulty which may arise 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-holes shall be provided on the ladder and the ladders shall be given an inclination not steeper than 1:4 (1 horizontal and 4 Vertical).

2. Scaffolding or staging more than 3.25 meters above the ground or floor, swung or suspended from an overhead support for erected with stationery support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length or 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 from the building or structure.

3. Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangway or stairway is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate width and be 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 meter.

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 meters length, width between side rails in a rung ladder shall in no case be less than 30 cm for ladders upto and including 3 meters in length. For longer ladders this width shall be increased at least 6mm for each additional 30 cm of length. Uniform step 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 provided 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 of law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

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6. **Excavation and Trenching:** All trenches, 1.5 meters or more in depth, shall at all times be supplied with at least one ladder for each 30 meters in length or fraction thereof. Ladder shall be extended from bottom to trench to at least 1 meter above surface of the ground. Sides of a trench which is 1.5 meters or more in depth shall be stepped back to give suitable slope, or security held by timber bracing, so as to avoid the danger of side collapsing. Excavated material shall not be placed within 1.5 meters 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 open areas adjacent to the work site shall either be closed or suitably protected;

(b) No electric cable or apparatus which is liable to be 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.

8. All necessary personal safety equipment as considered adequate by the Engineer In Charge shall be available for use of person 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 these concerned.

a) Workers employed on mixing asphaltic materials, cement and lime mortars/concrete shall be provided with protective footwear and protective goggles.

b) Those engaged in handling a material which is injurious to eyes shall be provided with protective goggles.

c) Those engaged in welding work shall be provided with welders' 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 prevent accident to public.

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### III-54

f) The Contractor shall not employ men below the age of 18 & 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 by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.

iii) Overalls 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 taken 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 and supports shall conform to the following:

a) i) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order.

ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of and 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 year shall be in charge of any hoisting machine including any scaffold winch or give signals to operator.

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

d) In case of department 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.

**SIGNATURE OF THE CONTRACTOR**

### III-55

11. Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliance shall be provided with efficient safeguards, hoisting appliances shall be provided with such means as will reduce to the minimum risk or accidental descent of load. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. 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 a 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 a prominent place at the workspot. Persons responsible for ensuring compliance with the safety code shall be named 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 condition 1 to 14, the Contractor is not exempted from the operation of any other Act or Rule in force.

16. All statutory obligation like PF, ESI APPLICABLE to contract workers shall be followed by the contractor. Provident fund code number is also to be obtained from concerned PF commissioner of Government of India.

**SIGNATURE OF THE CONTRACTOR**

**IV-1**  
**ANNEXURE**

**FORM THE BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT IN INDIVIDUAL CONTRACT.**

To,  
M/S, ITI LIMITED, MANKAPUR.

In consideration of M/S. ITI LIMITED, Mankapur( hereinafter called "the Company" which expression shall unless repugnant to the subject or context include his successors and assigns) having agreed under the terms and conditions of contract No. .... dated ... .. made between .. ..and the Company in connection with Construction of ... .. (hereinafter called the said contract to accept a deed of Guarantee as herein provided for Rs. ... .. from a Nationalised/Scheduled Bank in lieu of the security deposit to be made by the Contractors bill, for the due fulfillment by the said contractor of the terms and condition contained in the said contract, we, the ... ..Bank Ltd., (hereinafter referred to as "the Said Bank") a company under the companies Act,1956 and having our registered Office at ... .. do hereby undertake and agree to indemnify and keep indemnified the Company from time to time the extend of Rs. ... ..(Rupees ... .. only) against an loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered to or suffered by the Company by reason of any breach or breaches by amount claim by the Company on demand without demurt to the extent aforesaid.

2. We ... .. Bank Ltd., further agree that the company shall of the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and extent or loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the company on account thereof and the decision of the Company that the Said contractor has committed such breaches and as to the amount or amounts or loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the company from time to time shall be final and binding on us.

3. We, the said Bank,further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and still all the dues of the Company under the said contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the ITI authorities certify that the terms and conditions of the said Contractor have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee subject, however,that the company shall have no claim under this Guarantee after the date of expiry of the Defects liability period as provided as in the said Contract or from the date of cancellation of the said contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which the same shall be enforceable against the Bank notwithstanding the fact that the same is enforced after the expiry of the said period.

**SIGNATURE OF THE CONTRACTOR**

IV-2

4. The company shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time, to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said contract or securities available to the company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or reason of time being given to the said Contractor or any other forbearance, act or omission on the part of company or any indulgence by the company to the said contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.

5. It shall not be necessary for the company to proceed against the Contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.

6. We, the said, Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Company in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

Dated this ... .. day of ... .. 19  
for and on behalf of the Bank

The above Guarantee is accepted by the ITI Limited, Mankapur.

for and on behalf of the  
ITI LIMITED, MANKAPUR

Signature  
Dated ... ..  
(Name and Designation)

**SIGNATURE OF THE CONTRACTOR**

**IV-3**  
**AGREEMENT**

An AGREEMENT made this the ... ..  
between M/S ... .. (hereinafter called the  
CONTRACTOR) of the first part and ITI Limited ... .. (hereinafter  
called the "COMPANY") of the second part.

WHEREAS the Contractors have by tender dated... ..  
offered to execute and fully complete the intended works in connection with ... ..  
... for the company as set forth in the tender as amended and the drawings, general  
conditions, special conditions, specification, bill of quantities and schedule hereto  
annexed according to the terms, obligations and conditions herein contained at and for  
an approximate total sum of Rs. ... .. (Rupees ... ..) and  
company has accepted such itemised rate tender in terms of its letter No. .... .. dated

NOW THIS AGREEMENT witnesseth as follows :

1. The CONTRACTOR covenant and agree with the Company that the  
CONTRACTORS will within the time of .. .. months from the date stipulated in  
the work order and in the manner and pursuant and subject to all and singular the terms,  
obligations, and conditions in the said tender as amended and the drawings, general  
conditions, special conditions, specification, bill of quantities and schedule  
provided, contained and referred to execute and fully complete all and singular the  
works specified, described or referred to in and by the said tender as amended and the  
drawings, general conditions, special conditions, specification, bill of quantities  
and schedule and will well and truly observe, performs, fulfill, submit to and keep all the  
said terms, obligations, conditions, and matters in the said tender as amended and the  
drawings, general conditions, special conditions, specification, bill of quantities and  
schedule contained and referred to and the on part of the Contractors to be observed,  
performed, fulfilled, submitted to or kept according to the true intent and meaning of the  
said tender as amended and the drawings, general conditions,  
special conditions, specification, bill of quantities and schedule. contained & referred to  
and the on part of the Contractor to be observed, performed, fulfilled submitted to or  
kept according to the true intent and meaning of the said tender as amended and the  
drawings, general conditions, specification, bill of quantities and schedule. Any  
items not covered by the tendered rates will be worked out as per special conditions  
attached to the tender documents.

In case the work is not completed in the manner mentioned above to the complete  
satisfaction of the COMPANY in every respect within the aforesaid time limit of ... ..  
... .. months from the date stipulated in the work order, the CONTRACTORS  
agree to pay a penalty of ... ..% of the value of the work order for each week of  
delay beyond the date stipulated for completion, subject, however to a maximum of  
... .. % of the value of the work order. It is agreed that time is the essence of the  
contract.

**SIGNATURE OF THE CONTRACTOR**

**IV-4**

2. In consideration of the premises the COMPANY covenants with the CONTRACTORS that it will pay to the CONTRACTORS at the several times and in the sums, proportions and manner in the said general conditions, special conditions in that behalf provided the amount accruing from time to time, but subject to conditions therein contained.

3. This agreement further witnesseth that the Contractors hereby covenant with the COMPANY that in the event of the non- fulfillment in any respect by the CONTRACTORS of the said covenants, terms, agreements, obligations will pay to the COMPANY all loss, damages, costs, charges and expenses as the COMPANY may be directly or indirectly put to in consequence of such non- fulfillment by the CONTRACTORS.

4. If the CONTRACTORS fail to perform the contract or carry out the contract to the satisfaction of the Company within the period fixed for the purpose or any time repudiates the contract before the expiry of such period, the CHIEF MANAGER(CIVIL). or any officer of the Company so authorised may, without prejudice to the right of the Company to recover from the CONTRACTORS damages for the breach of the contract, terminate the contract as a whole or terminate a part of the contract at the risk and cost of the CONTRACTORS without prior notice and get the balance work executed through some other agency and held the CONTRACTORS liable for all the losses and expenses incurred by the COMPANY. The decision of the CHIEF MANAGER(CIVIL) is final with regard to the satisfactory performance of the contract and is binding on both the parties.

5. In the event of any dispute arising in connection with this contract, it is further agreed that such disputes shall be referred to the sole arbitrator/ICADR of an Engineer Officer to be appointed by the GENERAL MANAGER (M) of the COMPANY.

6. The following documents are deemed to form part and parcel of the agreement viz., the tender dated ... .. and letter No. ... .. dated ... .. the general Terms and Conditions, Specials Conditions, the Specification, the priced Bill of Quantities, the Schedule of Rates and Prices, and the Drawings mentioned in the Specification, acceptance letter No. ... .. dated ... .. all of which for the purposes of identification have been signed by the on behalf of the COMPANY, and ... .. on behalf of acceptance and all letters referred therein will also form a part of this agreement.

**SIGNATURE OF THE CONTRACTOR**

**IV-5**

7. This agreement further witnesseth that the CONTRACTORS are responsible for any accident or other compensation payable to the workmen employed in the work under the control of CONTRACTORS that the COMPANY has no sort of liability in the matter, and that if any payment would have to be made by the COMPANY, the same shall be reimbursed by the CONTRACTORS.

IN WITNESS WHEREOF THE SAID parties hereto have here on to set their hands.

for CONTRACTOR

for ITI LIMITED,

Witnesses

Witnesses

1.

1.

2.

**SIGNATURE OF THE CONTRACTOR**



**IV-6**

**WORKS COMPLETED**

SL. NO.	DATE REMARK	REQUISTION NO.&DATE	DESCRIPTION OF WORK	LOCATION	
1.	2.	3.	4.	5.	6.

**WORKS UNDER PROGRESS**

SL. NO.	DATE REMARK	REQUISTION NO.&DATE	DESCRIPTION OF WORK	LOCATION	
1.	2.	3.	4.	5.	6.

**SIGNATURE OF THE CONTRACTOR**

## **SPECIAL CONDITION**

1-The offer shall be valid for 90 days from the date of opening of tender.

2- (a) Earnest money deposit of the successful tenderer shall be converted into security deposit. Total security deposit to be recovered shall be 10% (Ten percent) after adjustment of 2% initial earnest money as security deposit. Recovery of 5% security deposit will be made from first R.A bill on total accepted contract value after adjusting EMD and remaining 5% will be made from each bill.

(c) The security deposit shall remain at the entire disposal of the company as a security for the satisfactory execution and completion of the works. The 50% of the security deposit along with EMD will be refunded after completion of work and payment of final bill. Balance 50% shall be refunded after payment of final bill or expiry of defect liability period six months whichever is later.

(c) The company shall be at liberty to deduct an appropriate amount from the security deposit against such compensation and dues as may be payable by the contractor under contract and the appropriation will be made good by further deduction from the contractor's subsequent interim bills until the security deposit is restored to its full limit mentioned above.

(d) If the contractor fail to commence the execution of the work once the work has been awarded, the company shall be at liberty to forfeit the said EMD absolutely.

3-The contractor will ensure suitable arrangement for gate entry of workers in time. Accordingly gate passes shall have to be prepared. Suitable recovery will be made if the Contractor fails to issue gate passes in time.

4- The contractor shall at all times indemnify the company against all claims, damages or compensation under provision of payment of wages Act 1936, Minimum Wages Act 1948. The workmen's compensation Act 1923, Industrial Dispute Act 1947, Employees Insurance Act 1948 and Maternity benefit ACT 1961 or any modification thereof or any other law relating thereto and rules made there under from time to time or consequence of any accident or injury to any workmen 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 there to.

5-The contractor will ensure payment to the manpower engaged in the work on 7th of every months irrespective of payment from ITI as per Minimum wages Act.

6-The contractor will abide by all the rules/regulations of security in respect of entry/exit of labours in factory area.

- 7-The contractor will take all adequate steps to ensure the safety of the workers employed by him.
- 8-The contractor shall provide all necessary protective equipments and tools to the workers for safe execution of work.
- 9-In case any worker employed by the contractor prefers claim under workmen compensation Act. ITI shall be at liberty to recover such amount or any payment thereof from the dues of the contractor.
- 10- ITI Ltd., reserves the right to remove any labour/staff of the contractor without assigning any reason.
- 11-The contract can be withdrawn/terminated at any time without notice.
- 12-The tenderer must sign all the papers attached hereto and submit along with tender.
- 13- In case of any dispute decision of the UNIT HEAD- (M) ITI, Ltd.,Mankapur shall be final and binding on both the parties. Courts of Gonda only shall have the jurisdiction in case the matter goes to courts.
- 14- Payment will be made monthly on submission of RA bills. Final bill will be paid within three months from the date of completion of the work on submission by the contractor.
- 15- The contractor shall be held responsible for any misdeed of his labour/representative and shall have to compensate ITI Ltd., Mankapur for any loss.
- 16-The undersigned reserves his right to remove any labour/staff of the contractor without assigning any reason.
- 17-The contractor will be required to sign an agreement on a stamp paper of Rs.100/-.
- 18-If the tender is rejected, the Earnest Money Deposit will be returned to the contractor.
- 19-If the contractor fails to make the payment to the contract labour in time, ITI shall deduct the requisite amount from the contractor's running bill/security deposit and make payment to the contract labour as per minimum wages Act.
- 20-You will also have to deposit GST paid to you in the govt account and submit the proof in the office of Engineer in charge for record .

## SPECIFICATIONS

### **NAME OF WORK- CARRYING OUT HOUSE KEEPING WORKS IN FACTORY AREA ,ITI LIMITED MANKAPUR,DISTT-GONDA (UP )**

- 1- The floors of various offices,departments and production areas mentioned in item no (1) a to(1) f shall be cleaned daily by brooming,mopping,removal of waste and dust etc including cleaning of bins and disposal of the waste.Cob webs will also have to be cleaned in rooms and gallery on routine basis..
- 2- The sweeping and cleaning of roads will be done daily by brooming of bituminous and cc roads in vicinity of buildings and other shop floors including disposal of collected waste/leaves of plants as per direction of Engineer incharge.
- 3- The sweeping and cleaning of all wash rooms,WC,urinals,basins situated in factory complex ,petrol pump,security barrack etc shall be executed with disinfectants like phenyl etc regularly as per direction.The adjoining areas and walls shall also be cleaned and naphthlene balls will be placed in urinals.
- 4- Cleaning of drains will have to be carried out by removing silt and other materials,unwanted vegetations before start of mansoon season or as and when required basis to make the proper flow of storm water .The removed waste materials shall be disposed off as per direction.
- 5- The removal of choking from gully trap,floor trap ,WC urinals will have to be carried out immediately to avoid unhygienic condition in factory area.
- 6- The removal of silt and other materials from sewer line/main hole will have to be carried out to maintain flow of sewer water.The work is to be executed with spade,basket,rope etc deploying sufficient number of sweepers/labours.
- 7- Disposal of dead animal will be carried out immediately from the factory premises in order to maintain hygienic condition.
- 8- Cutting and disposal of wild grass including peepal,bargad will be done with sickle/sword/axe near sump house,oxidation pond as per direction.
- 9- Cleaning of jali will be done at sump house,oxidation pond,out fall chamber as per direction.
- 10- Some specific works are required to be executed during visit of VIPs and at other occasions like independence day,repulic day .The activities like liming on roads and other unforeseen jobs etc will be carried out through this item .Payment will be made for actual jobs deployed by contractor.
- 11- The time allowed for completion of work will be 12 months which may be extended for further period of 12 months on mutual consent.
- 12- The Contractor will arrange his own T&P /scaffoldings ,tractor trolley and sufficient number of sweeper /labour for execution of work. The cleaning materials like Phenyl /Nepthelene balls, bleaching powder ,brooms etc will have to be maintained in store.
- 10-The payment will be made on submission of bills by you.However final payment will be made after successful completion of work.
- 11-The quantities in BOQ are tentative and can vary on either side as per requirement during execution of work and you will have no extra claim for the rate on this account .
- 12-The taxes will be applicable as per rules.
- 13-You will follow all the labour rules applicable to work including arrangement of their entry /exit at ITI gate.
- 14-You will provide all protective equipments to the labours for safe execution of work.
- 15-If you fail to execute the work successfully ,the balance work will be got done through

- other agency at your risk and cost.
- 16-The contractors representative will visit civil office for noting down the complaints and will maintain log book duly verification by officer of civil department before releasing payment .
  - 17-If the progress of work is not found satisfactory as per terms of the contract,the recovery @ minimum 1% per week to the maximum of 10% shall be made from the contractors bill on the total value of work done.
  - 18-There should be sufficient stock of the cleaning materials like naphthlene balls,phenyle,brooms,bleaching powder etc in contractors store which shall be verified by Officer of civil department time to time.
  - 19-The time allowed for completion of work will be 12 months which may be extended for further 12 months on mutual consent.
  - 20- Payments of RA bills will be made monthly on submission of bills by you,however final bill to be paid on successful completion of work.

SIGNATURE OF CONTRACTOR