

**GOVERNMENT OF NAGALAND**  
**DIRECTORATE OF HEALTH & FAMILY WELFARE**

**TENDER**  
**FOR**  
**Construction of Medical College Building, Kohima, Nagaland**

**VOLUME – II**

**GENERAL CONDITIONS OF CONTRACT**  
**(GCC)**

**AUGUST' 2018**

**Principal Director**  
Directorate of Health & Family Welfare, Kohima  
Ruziezou, Kohima-797001, Nagaland  
**Phone no: 0370-2270044**  
**Email id: [nmhp.wb@gmail.com](mailto:nmhp.wb@gmail.com)**

**TENDER-NO.:MED/ENGG/MCBId/TENDER/2018-2019**

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To,

.....,  
.....,  
.....

Sub: **TENDER-NO.:MED/ENGG/MCBId/TENDER/2018-2019 for the work “Construction of Medical College Building Kohima, Nagaland”**

Dear Sir/Madam,

It is here by declared that the Client is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Client.

Yours faithfully

**Principal Director**  
Directorate of Health & Family Welfare  
**Government of Nagaland**

To,

.....,  
.....,  
.....

**Sub: Submission of Tender for the work of “Construction of Medical College Building, Kohima, Nagaland”**

Dear Sir,

I/We acknowledge that the Client is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by the Client. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, the Client shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

**To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Client**

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this .....day of .....2018

**BETWEEN**

**DIRECTORATE OF HEALTH & FAMILY WELFARE, GOVERNMENT OF NAGALAND**

for the

“Construction of Medical College Building Kohima Nagaland” (hereinafter referred as the ‘Principal/Owner’, represented by Principal Director, Directorate of Health & Family Welfare which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

(Name and Address of the Individual/firm/Company)

through .....(Details of duly authorized signatory) ..... (Hereinafter referred to as the “**Bidder/Contractor**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

**WHEREAS the Principal / Owner has floated the Tender (TENDER-NO.:MED/ENGG/MCBid/TENDER/2018-2019) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “Construction of Medical College Building under Nagaland Medical College Kohima” (Name of work) here in after referred to as the “Contract”.**

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

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

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

#### **Article 1: Commitment of the Principal/Owner**

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

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - i. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

- ii. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - iii. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - iv. The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - v. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
  - 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
  - 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as

to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.



#### **Article 6- Duration of the Pact**

- 1) This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 24 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
- 2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority.

#### **Article 7- Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. It may be ensured that Side agreements have not been resorted to.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

#### **Article 8- Legal and Prior Rights**

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

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

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

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

WITNESSES:

1. .... (signature, name and address)

2. .... (signature, name and address)

Place:

Dated

## **SECTION – I**

### **CONDITIONS OF CONTRACT**

#### **Definitions**

- 1) The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority as indicated in **Schedule 'F'** on behalf of the Directorate of Health & Family Welfare, Government of Nagaland through Principal Director and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs and instructions issued from time to time by the Engineer-in-charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- 2) In the contract the following expressions shall, unless the context otherwise requires, have the meanings, thereby respectively assigned to them: -

The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

- i. **Accepting Authority** shall mean the authority mentioned in **Schedule 'F'**.
- ii. The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- iii. **Department** means Directorate of Health & Family Welfare, Government of Nagaland through Principal Director which invites tenders and shall include their legal representatives, nominee, employees and Officials.
- iv. **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.
- v. The **"Engineer-in-charge" or "Executive Engineer" "Engineer in Charge"** (EIC) means or any officer nominated by Principal Director, DHFW, Government of Nagaland as mentioned in Schedule 'F' hereunder, authorized by the Department, who shall supervise and be in charge of the work.
- vi. **Expected risk are** risks due to riots (other than those on account of the contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any act of Government, damage from aircraft, acts of God, such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of work.

- vii. The Directorate of Health & Family Welfare (DH&FW), Government of Nagaland shall mean the Directorate of Health & Family Welfare, Government of Nagaland through Principal Director & represented by officials of Directorate of Health & Family Welfare, Government of Nagaland through Principal Director.
- viii. **Market rate** shall be the rate as decided by Principal Director on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.
- ix. **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the Government mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.
- x. The Site shall mean the land/ or place on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be located or used for the purpose of carrying out the contract.
- xi. "Tendered Value"/" Contract Price" means the value of the entire work as stipulated in the letter of award.
- xii. The expressions work or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- xiii. Client or DH&FW means Directorate of Health & Family Welfare, Government of Nagaland through Principal Director.

### **Scope and performance**

- 1) Where the context so requires, words imparting the singular only also include the plural or vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 2) Heading and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 3) The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

### **Works to be carried out**

- 1) The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The description given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage of materials, cartage and carriage, carrying and return of empties,

hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

### **Sufficiency of tender**

- 1) 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 price quoted in the Schedule of Quantities, which rates and price shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

### **Discrepancies and Adjustment of errors**

- 1) The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scale and specific conditions in preference to general conditions.

1.1 In the case of discrepancy between the Schedule of Quantities, the Specifications and /or the Drawings, the following order of preference shall be observed:

- a) Description of Schedule of Quantities
- b) Particular specifications and Special Condition, if any.
- c) Drawings
- d) NPWD Specifications
- e) Indian Standard Specifications of B.I.S.

1.2 If there are varying or conflicting provisions made in any one document forming Part of the contract, Accepting Authority shall be deciding authority with regard to the intention of the document and his decision shall be final and binding on the Contractor.

Any error in description, quantity or rate in schedule of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligation under the contract.

### **Signing of Contract**

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

1.1 The notice inviting tender, all the documents including drawings, amendments, corrigendum etc. if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

1.2 Standard Form as mentioned in Schedule 'F' consisting of:

- i. Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexure thereto.
- ii. Safety Code as given in Volume II - General Conditions of Contract.
- iii. Model Rules as given in Volume II - General Conditions of Contract for the

protection of health, sanitary arrangements for workers employed by Client or its contractors, which are applicable for the workers employed by the Contractor for this Project.

- iv. CPWD Contractor's Labour Regulations as given in Volume II - General Conditions of Contract, which are to be followed by the Contractor for this Project.
- v. List of Acts and omissions for which fines can be imposed.

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

## **SECTION – II**

### **CLAUSES OF CONTRACT**

#### **CLAUSE 1 PERFORMANCE GUARANTEE**

- 1) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered value in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Principal Director up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Principal Director.
- 2) Performance Bank Guarantee will be valid up to defect liability period after the completion of work and satisfaction to Principal Director or the extended period, thereof. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of defect liability period. After recording of the completion certificate of defect liability period by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- 3) The Principal Director shall not make a claim under the performance guarantee except for amounts to which the client is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - i. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Principal Director may claim the full amount of the Performance Guarantee.
  - ii. Failure by the contractor to pay client any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Principal Director.
- 4) In the event of the Contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the client.

#### **CLAUSE 1 A RECOVERY OF RETENTION MONEY**

Retention money at the rate of 10% (ten percent) shall be deducted from each interim certificate subject to the maximum of 5% (Five percent) of the contract price after approval by engineer. (50% of retention money shall be released after taking over of work by the Employer and balance 50% shall be released after successful completion of defect liability period.

#### **CLAUSE 2 COMPENSATION FOR DELAY**

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without

prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

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

Compensation @ 1.5 % of tendered value per month of delay for delay of work to be computed on per day basis provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 4% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

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

## **CLAUSE 2A INCENTIVE FOR EARLY COMPLETION**

In case, the contractor completes the work ahead of updated stipulated date of completion considering the effect of extra work (to be calculated on pro-rata basis as cost of extra work x stipulated period / tendered cost), a bonus @ 1% (one per cent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 2% (two per cent) per year of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in 'Schedule F'.

## **CLAUSE 3 WHEN CONTRACT CAN BE DETERMINED**

Subject to other provisions contained in this clause, the Client may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i. If the contractor having been given by the Executive Engineer, on behalf of the Principal Director, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Executive



Engineer, on behalf of the Principal Director, (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Executive Engineer, on behalf of the Principal Director.

- iii. If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Executive Engineer, on behalf of the Principal Director.
- iv. If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Executive Engineer, on behalf of the Principal Director.
- v. If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- vi. If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Executive Engineer, on behalf of the Principal Director.
- vii. If the contractor shall obtain a contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity pact. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- viii. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- ix. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- x. If the contractor assigns, transfers, sublets (engagement of labour on a piece- work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Executive Engineer, on behalf of the Principal Director.

When the contractor has made himself liable for action under any of the cases aforesaid,

the Executive Engineer on behalf of the Client shall have powers:

- a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-In-Charge under the guidance of Principal Director, GON shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.
- b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Executive Engineer, on behalf of the Principal Director, DHFW-GON, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Principal Director has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

#### **CLAUSE 4 CONTRACTOR LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN UNDER CLAUSE**

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

## **CLAUSE 5**

### **TIME AND EXTENSION FOR DELAY**

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Department shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

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

Project Management shall be done by using **Project Management Software MS -Projects/ Primavera 5.0**

#### **PROGRAMME CHART**

- i. The Contractor shall prepare an integrated programme chart in Project Management Software for the execution of work showing clearly all activities from the work to completion, with details of manpower, equipment and machinery required for the fulfillment of the programme within the stipulated period or earlier and submit the same for approval to the Engineer-In-Charge within ten days of award of the Contract. A recovery of Rs.5000 (for works costing more than Rs.20 crores shall be made on a per day basis in case of delay in submission of the above programme.
- ii. The Programme chart shall include the following:
  - a) Descriptive note explaining the sequence of the various activities.
  - b) Network (PERT / CPM / BAR CHART).
  - c) Programme for procurement of materials by the contractor.

Programme of procurement of machinery / equipment's having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor. In addition to above to achieve the progress of Work as per programme, the contractor must bring at site adequate shuttering material required for cement concrete and R.C.C. works etc. for three floors within one month from the date of start of work till the completion of RCC work as per requirement of work. The contractor shall submit shuttering schedule adequate to complete structure work within laid down physical milestone.

- iii. If at any time, it appears to the Principal Director /Engineer-in charge that the actual progress of work does not conform to the approved programme referred above or after

rescheduling of milestones, the contractor shall produce a revised programme within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work. The modified schedule of programme shall be approved by the Principal Director/Engineer in Charge. A recovery of Rs. 5000/- (for works, costing more than Rs. 20 Crores) shall be made on per day basis in case of delay in submission of the modified programme.

- iv. The submission for approval by the Principal Director /Engineer-In-Charge of such programme or such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Principal Director/Engineer-in- Charge to take action against the contractor as per terms and conditions of the agreement.
- v. The contractor shall submit the progress report using Project Management Software with base line programme referred above for the work done during previous month to the Engineer-In-charge on or before 5th day of each month failing which a recovery Rs. 5000, (for works costing more than Rs. 20 Crores) shall be made on per day basis in case of delay in submission of the monthly progress report.

5.2 If the work(s) be delayed by:

- i. force majeure, or
- ii. abnormally bad weather, or
- iii. serious loss or damage by fire, or
- iv. civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- v. delay on the part of other contractors or tradesmen engaged by Principal Director /Engineer-in charge in executing work not forming part of the Contract, or
- vi. non-availability of stores, which are the responsibility of Department to supply or
- vii. non-availability or break down of tools and Plant to be supplied or supplied by Department or
- viii. Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority as indicated in Schedule 'F' but shall nevertheless use constantly his best 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.

5.3 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form to the authority as indicated in Schedule 'F'. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

5.4 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 15 days of the date of receipt of such request. Non-application by the contractor for extension of time/rescheduling of milestones shall not be a bar for giving a fair and reasonable extension/rescheduling of milestones by the authority as

indicated in Schedule 'F' and this shall be binding on the contractor.

## **CLAUSE 6**

### **MEASUREMENTS OF WORK DONE**

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

All measurement of all items having financial value shall be entered in Joint Measurement Book **(JMB)** as per the IS 1200. The level field book shall be completed as record obtained of all works performed under the contract.

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

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

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

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

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

Principal Director /Engineer-in charge or his authorized representative may cause either



themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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

#### **CLAUSE 6A COMPUTERIZED MEASUREMENT BOOK**

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge or his authorized representative, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge or his authorized representative for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

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

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Engineer-in-charge's Office records, and

allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Engineer-in-charge's Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the Engineer-in-charge or his authorized representative/department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Engineer-in-charge's Office and allotted a

number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour, computer, printer and its consumable and other things necessary for checking of measurement / levels as per required by the Engineer-in-Charge or his representative.

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

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

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

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

## **CLAUSE 7**

### **PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES**

No payment shall be made for work done, estimated to cost less than Rupees **1.8 crore (Rupees one crores eighty lakh)** in the RA bill. The interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded joint measurements on the format of the Department in triplicate on or before the date of every month fixed for the same month by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or

causing to be taken, where necessary, the requisite measurements of the work. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid within 15 days after the day of submission of the bill by the Contractor to the Consultant and Consultant team will recommend the work done bill to the Engineer-in-Charge.

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

Pending consideration of extension of date of completion, no interim payments shall continue to be made. The department shall take action under the terms of this contract for delay in the EOT submission to the department, if the extension of time (EOT) of completion is not granted by the competent authority.

The Engineer-in-Charge in his sole discretion on the basis of a certificate from his authorized representative in charge of the work at site to the effect that the work has been completed up to the level in question make interim advance payments without checking of detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent checking of detailed bill by the Consultant team for releasing the claimed amount by the Contractor. The balance amount in the interim bill may be released plus/minus shall be paid to the Contractor.

## **CLAUSE 8**

### **COMPLETION CERTIFICATE AND COMPLETION PLANS**

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



and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

#### **CLAUSE 8A**

##### **CONTRACTOR TO KEEP SITE CLEAN**

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

#### **CLAUSE 8B**

##### **DURING COMPLETION AS BUILT DRAWINGS TO BE SUBMITTED BY THE CONTRACTOR**

The contractor shall submit the as built drawings as required vide General Specifications for Electrical works (Part-I internal) 2005 and (Part-II External) 1994 as a part of completion of the work.

In case, the contractor fails to submit the as built drawings to the authority as a part of completion, authority will not release the completion certificate.

The Contractor shall submit as built drawings for internal water supply, external water supply, sewerage and (internal and external) drainage line, internal electrification work, HVAC work etc. as per the scope of work.

In case, the contractor fails to submit the as built drawings as aforesaid, the department will get it done through other agency at his cost and actual expenses incurred plus Rs.15000/- for the same shall be recovered from the contractor. Contractor will submit three hard copies and one soft copy in CD of as built drawings.

#### **CLAUSE 9**

##### **PAYMENT OF FINAL BILL**

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work by the approval of Executive Engineer, DHFW. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified here in under, the period being reckoned from the date of receipt of the bill by the Consultant. After successful checking of final bill, consultant will submit the final certificate to the Engineer-in-Charge for approval.

#### **CLAUSE 9A**

##### **PAYMENT OF CONTRACTOR'S BILLS TO BANKS**

Payments due to the contractor may, if so desired by him, be made to his bank, registered

financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge

(1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and

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

Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities vis- a-vis the Client/President of India.

#### **CLAUSE 10** **MATERIALS SUPPLIED BY GOVERNMENT -**

No Materials shall be supplied by the Government

#### **CLAUSE 10A** **MATERIALS TO BE PROVIDED BY THE CONTRACTOR**

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

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

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

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as

the Engineer-in-Charge or his authorized representative may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge or his authorized representative and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

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

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

## **CLAUSE 10B**

### **(i) SECURED ADVANCE ON NON-PERISHABLE MATERIAL**

The contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 90% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

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

### **(ii) MOBILISATION ADVANCE**

Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the

Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.

Before any installment of advance is released, the contractor shall execute a Bank guarantee Bond from scheduled Bank for the amount equal to 110% of the amount of advance valid for the Contract Period. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery, together with interest.

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

### **(iii) PLANT MACHINERY & SHUTTERING MATERIAL ADVANCE**

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

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

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

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

lump sum. For this purpose, steel scaffolding and form work shall be treated as plant and equipment.

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

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

#### **Interest & Recovery**

(iv) The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 10 per cent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.

(v) If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of the Engineer-in-Charge.

#### **CLAUSE 10C**

##### **PAYMENT ON ACCOUNT OF INCREASE IN PRICES/WAGES DUE TO STATUTORY ORDER(S)**

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the price/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty), Government shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and not being material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 hereof) and/or labour

engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

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

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

For this purpose, the labour component of the work executed during period under consideration shall be the percentage as specified in Schedule F, of the value of work done during that period and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled adult male mazdoor, fixed under any law, statutory rule or order.

#### **CLAUSE 10 CA PAYMENT DUE TO VARIATION IN PRICES OF MATERIALS AFTER RECEIPT OF TENDER**

If after submission of the tender, the price of materials specified in Schedule F increases/decreases beyond the base price(s) as indicated in Schedule F prevailing at the time of the last stipulated date for receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of Contract including the justified period extended under the provisions of Clause 5 of the Contract without any action under Clause 2.

However for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of updated stipulated date of completion considering the effect of extra work ( to be calculated on pro-rata basis as cost of extra work x stipulated period/tendered cost).

The increase/decrease in prices of cement, steel reinforcement and structural steel shall be determined by the Price indices issued by the Government, NPWD. For other items provided in the Schedule 'F', this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry. Base price for cement, steel reinforcement and structural steel and POL shall be as issued under the authority of Government applicable for Nagaland as issued under the authority of Chief Engineer, PWD and base price of other materials issued by concerned Chief Engineer and as indicated in Schedule 'F' . In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed.

The amount of the contract shall accordingly be varied for all such materials and will be



worked out as per the formula given below for individual material:-

Adjustment for component of individual material

$$V = P \times Q \times$$

$$\frac{CI - Clo}{Clo}$$

where,

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

P = Base Price of material as issued under authority of concerned Chief Engineer and as indicated in Schedule "F"

### **For Projects and Original Works**

Q = Quantity of material brought at site for bonafide use in the works since previous bill excluding any such quantity consumed in the deviated quantity of items beyond deviation limit and extra/substituted items, paid/to be paid at rates derived on the basis of market rate under Clause 12.2.

Clo = Price index for cement, steel reinforcement bars and structural steel as issued by the DG, NPWD as valid on the last stipulated date of receipt of tenders including extensions, if any. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.

CI = Price index for cement, steel reinforcement bars and structural steel and POL as issued under the authority of NPWD for period under consideration. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

Note : (i) In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.

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

(ii) If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.

(iii) Cement mentioned wherever in this clause includes cement component used in RMC brought at site from outside approved RMC plants, if any.

(iv) The date wise record of ready mix concrete shall be kept in a register and the cement consumption for the same shall be calculated accordingly.

(v) If built-up steel items are brought at site from workshop, then the variation shall be paid for the structural steel up to the period when the built up item/finished product is brought at site.

## CLAUSE 10 CC

### PAYMENT DUE TO INCREASE/DECREASE IN PRICES/ WAGES (EXCLUDING MATERIALS COVERED UNDER CLAUSE 10 (CA) AFTER RECEIPT OF TENDER FOR WORKS)

If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/wages prevailing at the time of updated stipulated date of completion considering the effect of extra work (to be calculated on pro-rata basis as cost of extra work x stipulated period/tendered cost). No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-

- (i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.

The cost of work on which escalation will be payable shall be reckoned as below:

- |  |     |
|--|-----|
| (a) Gross value of work done up to this quarter :  | (A) |
| (b) Gross value of work done up to the last quarter :  | (B) |
| (c) Gross value of work done since previous quarter (A-B)  | (C) |
| (d) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) fresh paid in this quarter:  | (D) |
| (e) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) recovered in this quarter:   | (E) |
| (f) Full assessed value of Secured Advance for which escalation is Payable in this quarter (D-E):                        | (F) |
| (g) Advance payment made during this quarter:  | (G) |
| (h) Advance payment recovered during this quarter:   | (H) |
| (i) Advance payment for which escalation is payable in this Quarter:   | (I) |
| (j) Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during this quarter: | (J) |

Then,

$$M = C + F + I - J \quad N = 0.85 M$$

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

Cost of work for which escalation is applicable:  $W = N - (K + L)$



(iii) Components for materials (except cement, reinforcement bars, structural steel or other materials covered under clause 10 CA) labour, P.O.L., etc. shall be pre- determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'F'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.

(iv) The compensation for escalation for other materials (excluding cement, reinforcement bars, structural steel or other materials covered under clause 10 CA) and P.O.L. shall be worked as per the formula given below:-

(a) Adjustment for civil component (except cement, structural steel, reinforcement bars and other materials covered under clause 10CA) / electrical component of construction 'Materials'

$$V_m = W \times \frac{X_m}{100} - \frac{MI - M_{lo}}{M_{lo}} \times W$$

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

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

$X_m$  = Component of 'materials' (except cement, structural steel, reinforcement bars and other materials covered under clause 10CA) expressed as percent of the total value of work.

$MI$  = All India Wholesale Price Index for civil component/electrical component\* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group Items. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.)

$M_{lo}$  = All India Wholesale Price Index for civil component/electrical component\* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/Group Items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group items.

\*Note: relevant component only will be applicable.

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

(a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The dates of preparation of bills as finally entered in the Measurement Book by the Engineer-in-Charge's representative/date of submission of bill finally by the Contractor to the Department in case of computerized measurement books shall be the

guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

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

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

$$VL = W \times \frac{Y}{100} \times \frac{LI - Llo}{Llo}$$

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

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

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

LI : Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of Completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered.)

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

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

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

(b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials and/or P.O.L. is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;

(c) Irrespective of variations in minimum wages of any category of labour, for the purpose

of this clause, the variation in the rate for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

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

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

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

(ix) Provided always that:-

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

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

#### **CLAUSE 10 D DISMANTLED MATERIAL GOVT. PROPERTY**

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

#### **CLAUSE 11 WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS ETC.**

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Principal Director & Engineer-in-Charge and/or his authorized representative and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of NPWD specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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

full responsibility for adequacy, suitability and safety of all the works and methods of construction.

## **CLAUSE 12**

### **DEVIATIONS/ VARIATIONS EXTENT AND PRICING**

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

#### **12. A. DEVIATION, EXTRA ITEMS AND PRICING**

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

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

(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus

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

#### **DEVIATION, EXTRA ITEMS AND PRICING**

12.2 In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-charge shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

### **Deviation, Substituted Items, Pricing rate.**

#### **A. For project and Original works:**

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

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

### **Deviation, Deviated Quantities, Pricing**

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

12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates of the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

12.4 The contractor shall send to the Engineer-in-Charge once every three months, an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Engineer-in-charge may authorize consideration of such claims on merits.

12.5 For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:

- i. For Buildings: All works at all levels and heights shown as per drawings.
- ii. For abutments, piers and well staining: All works at all levels and heights shown as per drawings.

- iii. For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/tanks and other elevated structures: All works at all levels and heights shown as per drawings.
- iv. For reservoirs/tanks (other than overhead reservoirs/tanks): All works at all levels and heights shown as per drawings.
- v. For basement: All works at all levels and heights shown as per drawings.
- vi. For Roads, all items of excavation and filling including treatment of sub base.

Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

### **CLAUSE 13**

#### **FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK**

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

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

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



caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to Government stores, if so required by Client/Department/Government, shall be paid.

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

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

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

A compensation for such eventuality, on account of damages etc. shall be payable @ 0.5% of cost of work remaining incomplete on date of closure i.e. total stipulated cost of the work less the cost of work actually executed under the contract shall be payable.

#### **CLAUSE 14**

#### **CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR**

If contractor:

- i. At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
- ii. Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
- iii. Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Client/Department/Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

- a) Take possession of the site and any materials, constructional plant, implements, stores,

etc., thereon; and/or

- b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

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

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

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

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

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

## **CLAUSE 15 SUSPENSION OF WORK**

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



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

- ii. If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
  - a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
  - b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in- Charge within fifteen days of the expiry of the period of 30 days.
- iii. If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Government or where it affects whole of the works, as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in- Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Government, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

## **CLAUSE 15A**

The Contractor shall not be entitled to claim any compensation from Department/Government for the loss suffered by him on account of delay by Government in the supply of materials in schedule 'B' if any, where such delay is covered by difficulties relating to the supply of wagons, force majeure or any reasonable cause beyond the control of the Government.

This Clause 15A will not be applicable for works where no material is stipulated.

## **CLAUSE 16**

### **ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS**

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

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

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

## **CLAUSE 17**

### **CONTRACTOR LIABLE FOR DAMAGES, DEFECTS DURING MAINTENANCE PERIOD**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be

due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

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

#### **CLAUSE 18**

##### **CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.**

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

#### **CLAUSE 18A**

##### **RECOVERY OF COMPENSATION PAID TO WORKMEN**

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Government under sub-section (2) of Section 12, of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise.

Government shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

## **CLAUSE 18B**

### **ENSURING PAYMENT AND AMENITIES TO WORKERS IF CONTRACTOR FAILS**

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

## **CLAUSE 19**

### **LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR**

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

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

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

## **CLAUSE 19A**

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

### **CLAUSE 19 B PAYMENT OF WAGES**

Payment of wages:

- i. The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

- ii. The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- iii. In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- iv. (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.  
  
(b) Under the provision of Minimum Wages Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.
- v. The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- vi. The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- vii. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- viii. Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- ix. The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

## **CLAUSE 19C**

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

## **CLAUSE 19 D**

The contractor shall submit by the 4th and 19th of every month, to the Consultant and Engineer-in- Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively: -

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to them,
- (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

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

## **CLAUSE 19E**

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

## **CLAUSE 19 F**

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

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



- i. in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
  - ii. in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.
3. Conditions for the grant of Maternity Leave:
- No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.
4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix -I and II, and the same shall be kept at the place of work.

## **CLAUSE 19 G**

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in- Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer- in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards



at the cost of the contractor(s).

## **CLAUSE 19H**

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

- i. (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.

(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.

(c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.

(d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

- ii. (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud on both sides. The floor may be kutcha but plastered with mud and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.

(b) The contractor(s) shall provide each hut with proper ventilation.

(c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.

(d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.

- iii. Water Supply - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river stream, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.

- iv. The site selected for the camp shall be high ground, removed from jungle.

- v. Disposal of Excreta - The contractor(s) shall make necessary arrangements for the

disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.

- vi. Drainage - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
- vii. The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- viii. Sanitation - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

#### **CLAUSE 19I**

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. Department will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.

#### **CLAUSE 19J**

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

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

#### **CLAUSE 19K**

##### **EMPLOYMENT OF SKILLED/SEMI SKILLED WORKERS**

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/ Industrial Training Institute/ National Institute of construction Management and Research (NICMAR)/ National Academy of Construction / National Skill Development Corporation certified training institute/ CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total

skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer- in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

#### **CLAUSE 19L**

- i. The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the Contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the Contractor on actual basis.

#### **CLAUSE 20**

##### **MINIMUM WAGES ACT TO BE COMPLIED WITH**

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

#### **CLAUSE 21**

##### **WORK NOT TO BE SUBLET. ACTION IN CASE OF INSOLVENCY**

The contract shall not be assigned or sublet without the written approval of the Engineer-in - Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Client shall have power to adopt the course specified in Clause 3 hereof in the interest of Government and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

#### **CLAUSE 22**

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

#### **CLAUSE 23**

##### **CHANGES IN FIRM'S CONSTITUTION TO BE INTIMATED**

Where the contractor is a partnership firm, the previous approval in writing of the Engineer- in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as

aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

#### **CLAUSE 24**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Consultant and Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

#### **CLAUSE 25**

##### **SETTLEMENT OF DISPUTES & ARBITRATION**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of 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 cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

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

If the Reviewing Authority fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Reviewing Authority, the contractor may, within 15 days of the receipt of Reviewing Authorities' decision, appeal to the authority as indicated in Schedule 'F' (Appealing Authority) who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Appealing Authority shall give his decision within 30 days of receipt of contractor's appeal.

If the contractor is dissatisfied with the decision of the Appealing Authority, the contractor may within 30 days from the receipt of the Appealing Authority's decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Appealing Authority. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'.

If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of the Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of

Dispute Redressal Committee (DRC), give notice to the Client for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which, the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

- ii. Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Client. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

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

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

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

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.

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

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

## **CLAUSE 26**

### **CONTRACTOR TO INDEMNIFY GOVT. AGAINST PATENT RIGHTS**

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

#### **CLAUSE 27**

#### **LUMPSUM PROVISIONS IN TENDER**

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

#### **CLAUSE 28**

#### **ACTION WHERE NO SPECIFICATIONS ARE SPECIFIED**

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

#### **CLAUSE 29**

#### **WITHHOLDING AND LIEN IN RESPECT OF SUM DUE FROM CONTRACTOR**

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



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

- ii. Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor, without any interest thereon whatsoever.

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

## **CLAUSE 29A**

### **LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS**

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

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



### **CLAUSE 30**

#### **EMPLOYMENT OF COAL MINING OR CONTROLLED AREA LABOUR NOT PERMISSIBLE**

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

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

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

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

### **CLAUSE 31**

#### **UNFILTERED WATER SUPPLY**

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

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

### **CLAUSE 31 A**

#### **DEPARTMENTAL WATER SUPPLY, IF AVAILABLE**

Contractor will make provision of uninterrupted supply of water for construction. Contractor will be allowed to dig one borewell at the site at his own cost. The site of the borewell will be finalized in consultation with Executive Engineer, Directorate of Health and Family Welfare. The contractor will have to handover the bore well to the client after completion of work in working condition.

### **CLAUSE 32**

#### **ALTERNATE WATER ARRANGEMENTS**

- i. Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the Government, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs

arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.

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

### **CLAUSE 33**

#### **RETURN OF SURPLUS MATERIALS**

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Government either by issue from Government stocks or purchase made under orders or permits or licenses issued by Government, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the Government and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to Government for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

### **CLAUSE 34**

#### **HIRE OF PLANT & MACHINERY**

- i. The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work except for the Plant & Machinery listed in Schedule 'C' and stipulated for issue to the contractor. If the contractor requires any item of T&P on hire from the T&P available with the Government over and above the T&P stipulated for issue, the Government will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer-in-Charge. In such a case, all the conditions hereunder for issue of T&P shall also be applicable to such T&P as is agreed to be issued.
- ii. Plant and Machinery when supplied on hire charges shown in Schedule 'C' shall be made over and taken back at the departmental equipment yard/shed shown in Schedule 'C' and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The

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

- iii. The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the Department.
- iv. The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over upto and inclusive of the date of the return in good order even though the same may not have been working for any cause except major breakdown due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer-in- Charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer-in-Charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the breakdown before lunch period or major breakdown will be computed considering half a day's breakdown on the day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause, the decision of the Superintending Engineer shall be final and binding on the contractor.
- v. The hire charges shown above are for each day of 8 hours (inclusive of the one-hour lunch break) or part thereof.
- vi. Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, firewood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying the Department against any loss or damage caused to the plant and machinery either during transit or at site of work.
- vii. Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one-hour lunch break. In case of an urgent work however, the Engineer- in-Charge may, at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that case, the hourly hire charges for overtime to be borne by the contractor shall be 50% more than the normal proportionate hourly charges (1/8th of the daily charges) subject to a minimum of half day's normal charges on any particular day. For working out hire charges for over time, a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.
- viii. The contractor shall release the plant and machinery every seventh day for periodical servicing and/or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing/ wash out irrespective of the period employed in servicing.
- ix. The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the Engineer-in-Charge, the work or a portion of work for which the same was issued is

completed.

- x. Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Department and will be countersigned by the contractor or his authorized agent daily. In case the contractor contests the correctness of the entries and/or fails to sign the Log Book, the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure).
- xi. In the case of concrete mixers, the contractors shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion.
  - a) In case rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of departmental rollers, maximum quantity of any items to be consolidated for each roller-day shall also be same as in Annexure to Clause 34(x). For less use of rollers, recovery for the less roller days shall be made at the stipulated issue rate.

The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

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

## **CLAUSE 35**

### **CONDITION RELATING TO USE OF ASPHALTIC MATERIALS**

- i. The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.
- ii. The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material return to the contractors. Although the materials are hypothecated to Government, the contractor undertakes the responsibility for their proper

watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in- Charge in writing.

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

## **CLAUSE 36**

### **EMPLOYMENT OF TECHNICAL STAFF AND EMPLOYEES**

#### **Contractors Superintendence, Supervision, Technical Staff & Employees**

- i. The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.
- ii. The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within SEVEN days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.
- iii. All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor.
- iv. (iv)The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in- Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/ checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.



- v. If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every on-account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on-account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.
- vi. The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.
- vii. The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.
- viii. The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

#### **CLAUSE 37**

#### **LEVY/TAXES PAYABLE BY CONTRACTOR**

- i. GST or any other tax or Cess in respect of this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.
- ii. The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.
- iii. If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

- iv. ESI and EPF contributions in respect of this Contract shall be payable by the Contractor and any payment in respect of this shall be made by the Contractor only and Government shall not entertain any claim whatsoever in this respect. In case of any demand from the ESI or EPF authorities against the Contractor, the same shall be deducted from their bills/dues.

#### **CLAUSE 38**

##### **CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDERS**

- i. All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Engineer-in-charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- ii. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- iii. The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

#### **CLAUSE 39**

##### **TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the authority indicated in Schedule 'F', shall have the option of terminating the contract without compensation to the contractor.

#### **CLAUSE 40**

##### **IF RELATIVE WORKING IN OFFICE OF THE CLIENT/DEPARTMENT THEN THE CONTRACTOR IS ALLOWED TO TENDER**

The contractor is permitted to tender for works in Client/ Department (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or equivalent or as an officer in any capacity between the grades of the Superintending Engineer or equivalent and Junior Engineer or equivalent (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the Client/Department Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If, however the contractor is registered in any other department, he shall be debarred from tendering in the Department in future for any breach of this condition.

NOTE: By the term "near relatives" is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.



#### **CLAUSE 41**

#### **NO GAZETTED ENGINEER TO WORK AS CONTRACTOR WITHIN ONE YEAR OF RETIREMENT**

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

#### **CLAUSE 42**

#### **RETURN OF MATERIAL & RECOVERY FOR EXCESS MATERIAL USED**

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

theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

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

#### **CLAUSE 43**

#### **COMPENSATION DURING WARLIKE SITUATIONS**

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

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in- Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

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

#### **CLAUSE 44**

#### **APPRENTICES ACT PROVISIONS TO BE COMPLIED WITH**

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

#### **CLAUSE 45**

#### **RELEASE OF SECURITY DEPOSIT AFTER LABOUR CLEARANCE**

Security Deposit of the work shall not be refunded till the contractor produces a clearance

certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

## **SECTION- III**

### **CONSTRUCTION SAFETY STANDARD**

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6 m (12 ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3 ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working Platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12 ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3 ft.).
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 m (30 ft) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. ( $11\frac{1}{2}$ " ) for ladder upto and including 3 metre (10 ft.) in length. For longer ladders this width should be increased atleast  $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of Defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. (a) Excavation and trenching- All trenches 1.2 m (4 ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 metre (100 ft) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm. (3 ft) above the surface of the ground. The sides of the trenches, which are 1.5 m (5 ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated material shall not be placed within 1.5 m (5 ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

6. (b) Safety Measures for digging bore holes: -

- (i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
- (ii) During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;
- (iii) Suitable-fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;
- (iv) After drilling the borewell, a cement platform (0.50m x 0.50m to 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
- (v) After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
- (vi) After the borewell is drilled the entire site should be brought to the ground level.

7. Demolition. - Before any demolition work is commenced and also during the progress of the work,

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

8. As per additional clause (viii)(i) of Government Safety Code(iv), the Contractor shall not employ women and men below the age of 18 years on the work of painting with product containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:

- White lead, sulphate of lead or product containing these pigments, shall not be used in painting operation except in the form of pastes or paint ready for use.
- 
- Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.
- Measures shall be taken, wherever practicable to prevent danger arising out of from dust caused by dry rubbing down and scrapping.
- Adequate facilities shall be provided to enable working painters to wash during and on cessation of work
- Overall shall be worn by working painters during the whole of working period.
- Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

- Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by the competent authority of Department.
  - Department may require, when necessary, medical examination of workers.
  - Instructions with regard to special hygienic precautions, to be taken in the painting trade, shall be distributed to working painters.
9. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided & kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions: -
- i. (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.  
(b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - ii. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
  - iii. In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley blocks used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear, referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - iv. In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regard contractor's machines the contractors shall notify the safe working load of the machines to the Engineer-in-Charge whenever he brings any machinery to the site of work and get it verified by the Electrical Engineer concerned.
11. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots, as may be necessary, should be provided. The worker should

not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

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



## **SECTION-IV**

### **SAFETY CODE**

#### **1 THE MAIN CONTRACTOR**

##### **1.1 RELATIONSHIP WITH THE CLIENT**

A close relationship and continuous interaction must be maintained with the client and the Architect/Consultants representative by the Project Manager of the main contractor. The client does have specific safety and health requirements to be observed and co-operation with his Project Managers or other representatives throughout the contract is essential. The prospective main contractors are given information on which to base their tenders and at the Tender Stage, the prospective contracts are expected to understand fully the Scope and Design intent of these provisions.

##### **1.2 SELECTION OF SUB CONTRACTORS**

Main contractors should select sub or works contractors, using the same criteria of practical safety policy. Again, it must be ensured that the terms of contracts include adequate provisions for safe working and for specified safety and health items.

##### **1.3 PLANNING**

Detailed planning should take the following matters into account

- Know hazardous operations, e.g., use of cranes and site transport, any erection, work, and false work, scaffolding, Roof work, demolition, Asbestos removal, etc.
- Requirement for plant and equipment to ensure safe working, or ease of handling.
- The sequence of work and its phasing between contractors, to minimise the possibility of one contractor placing another contractor's men at risk. Where appropriate, the segregation of contractors should be considered.
- The need to provide information, instruction and appropriate training, both on general site safety and on hazards specific in the site. The latter could range from restricted zones, permit-to-work systems and lifting operations, to the wearing of safety helmets.
- The need for fire precautions and emergency procedures.
- The need for environmental monitoring and health surveillance.
- Site security and foreseeable risks to the public, including the need for directional and warning signs.
- Safe access across the site for persons, vehicles and plant. Thought should be given to arrangements for keeping the site tidy, accommodation for site staff, welfare, first aid and other facilities.
- The provision of safe places of work at different stages of the job, including the provisions of scaffolding for number of sub or works contractors.

##### **1.4 CONTROL**

Sub and works contractors should be briefed about the safety policy and site rules of the main contractor at an initial safety meeting. Decisions on all other matters affecting safety

and health should be laid down so that the responsibilities of all parties is made clear before contractors start work. Such matters should include.

Appropriate precautions and work methods for identified hazards or hazardous work.

Necessary plant and equipment and arrangements for its provision, maintenance use and inspection.

The question of trade union or other workforce safety representation and the need for a joint safety committee.

Arrangements for some form of induction training for new-starters on site.

Arrangements for any specialist training.

Arrangements for promulgating safety and health information, e.g., on site notice boards.

It is important that such safety and health arrangements are reviewed at the first project meeting, where the site management can set the tone for the conduct of work by resolving, at an early state, any difficulties which may arise.

## **1.5 CO-ORDINATION**

Main contractor, must be totally responsible for compliance with health safety code. He must appoint a Chief Safety Officer and form a Safety Committee along with operatives from sub vendors. This Safety Committee will be Chaired by Safety Officer and the Client's representative and site twice a week and report clients/Architects/Consultants. The Construction Manager must take suitable arrangements to ensure the effective co-ordination of the work of all contractors on site. He should ensure that he is kept informed on a day to day basis, of progress and problems which arise. Clear lines of communication should be set up between each contractor and the Safety Officer of the Main Contractor. Operative must also know whom to contact over safety and health matters requiring action or a decision. Such effective co-ordination will be enhanced by ensuring that 'safety and health' figures prominently on the agenda of regular project meetings. Safety Committee's weekly report must be submitted to the Project Controller in every Project Meeting.

## **1.6 MONITORING**

Arrangements must be made for safety and health monitoring of the site on a regular basis. This will include, not only ensuring the safety of such items as scaffolding excavations and plant but also environmental matter such as hazardous dust fume noise etc. In all cases, the Construction Manager should ensure that daily site inspections are carried out, by Safety Officer, more in depth inspections being done periodically by a visiting safety advisers. It may be necessary for arrangements to be made for specialist occupational health and hygiene advise. The Check List for daily inspection is given in the following chapters.

## **1.7 RECORDS**

The main contractor should ensure that all statutory notifications, examinations and inspections are carried out. Except for plant used exclusively by individual contractors, all records should be kept by the Construction Manager.

### **1.7a Audit of the records by the representative of the employer**

## 1.8 STANDARDS

The following standards shall be followed, unless more onerous provisions have been specified in the Safety Provisions given in this Code.

- IS : 3696 (Part I) - 1966 Safety code for scaffolds and ladders : Part I Scaffolds
- IS : 3696 (Part II) – 1966 Safety code for scaffolds and ladders : Part II Ladders
- IS : 3764-1966 Safety code for excavation work.
- IS : 48082-1977 Recommendations on stacking and storage of Construction materials at site (first revision)
- IS : 4130 – 1976 Safety code for demolition of buildings (first revision)
- IS : 4912-1978 Safety requirements for floor and wall openings, railings, railings and toe boards (first revision)
- IS : 5121-1969 Safety code for piling and other deep foundations
- IS : 5916-1970 Safety code for constructions involving use of Bituminous materials
- IS : 7205-1974 Safety code for erection of structural steel work.
- IS : 7969-1975 Safety code for handling and storage of Building materials.
- IS : 8989-1978 Safety code for erection and concrete framed structures.
- IS : 456 Concrete.
- IS : 800 Steel

## 1.9 NON COMPLIANCE OF SAFETY AND HEALTH

The Compliance of the Safety and Health provisions are of utmost important to the Client. The prospective contractors must note that the client will take a serious view of any non compliance report of Safety Committee. Based on Safety Committee's report, the Client has a right to order stoppage of work till rectification is carried out to the satisfaction of the Safety Committee and all stoppages on this account will be at the entire risk, costs and consequences of the Contractors.

## 2. CONTRACTOR'S SAFETY INSPECTION CHECK LIST

Contractor..... Contract No.....  
Project .....  
Location.....  
Type of Work .....  
Date ..... Checked by .....  
[Inspector]

## 3. ACCIDENT PREVENTION ORGANISATION

### 3.1 TRAINED FIRST AID PERSON

Contractor shall provide, or ensure that there is provided, such number of suitable persons as is adequate and appropriate in the circumstances for rendering first aid to his employees if they are injured or become ill at work: and for this purpose a person shall not be suitable unless he has undergone -

- a) Such training and has such qualifications as the Health and Safety Executive may approve for the time being in respect of that case of the class of case, and

- b) Such additional training, if any, as may be appropriate in the circumstances of that case.

In practice, (a) refers to a trained first aider and (b) to an occupational first aider. In addition, a person who holds a current first aid certificate issued by registered medical association or Indian Red Cross Society will be classed as a “Suitable Person” for the purpose of Regulation.

For most sites, the contractor should ensure that at least one first aider is normally present when the number of employees at work is between 50 and 150, there should be at least one additional first aider for every 150 or so should ensure that sufficient first aiders are appointed to provide adequate coverage for each shift. Provisions for medical care must be made available by the contractor for every employee covered by the regulations. In the absence of infirmaries, clinics or hospitals in proximity to the work site, properly trained and certified first aid personnel must be available, and first aid supplies must be provided by the contractor. Appropriate equipment for transportation of injured personnel to a physician or hospital must be provided for.

### 3.2 FIRST AID KIT

Regardless of the number of employees there must be at least one first-aid box on site. Every first aider and occupational first aider should have easy access to first-aid equipment, and provision should be made for every employee to have reasonably rapid access to first aid. Each box should be placed in clearly identified and readily accessible location, and contain a sufficient quantity of suitable first-aid materials and nothing else. Boxes and kits should be checked frequently to ensure they are fully stocked and all items are in a useable condition. Sufficient quantities of each item should always be available in every first aid box or cabinet.

#### NUMBER OF EMPLOYEES

Sl.No	ITEM	1-5	6-10	11-50	100	150
01	Guidance Card Individually wrapped	1	1	1	1	1
02	Sterile adhesive dressings	10	20	40	40	40
03	Sterile eye pads with attachment	1	2	4	6	8
04	Triangular bandages	1	2	4	6	8
05	Sterile coverings for serious wounds (where applicable)	1	2	4	6	8
06	Safety Pins	6	6	12	12	12
07	Medium sized sterile unmedicated	3	6	8	10	12
08	Large sterile unmedicated dressings	1	2	4	6	10
09	Extra large sterile unmedicated dressings	1	2	4	6	8
10	Sterile water or saline in 300ml disposable containers, where tap water is unavailable	1	1	3	6	6

The first-aid box or cupboard should protect the contents from dampness and dust and be clearly marked with a white cross on green background.

#### 3.2.1 FIRST-AID ROOMS

Where there are 250 or more person at work on site, a suitably staffed and equipped first aid room should be provided. In addition, where there is a large (over 150) number of employees divided into several dispersed working groups, or the location of the site makes access to places of treatment outside it difficult, the contractor should consider whether a centralised first-aid room may be needed.

#### A FIRST AID ROOM SHOULD

- be under the charge of an occupational first aider in most circumstances; names and locations of all first aiders should be displayed
- be readily available and used and only for the rendering of first aid
- be clearly identified and of sufficient size to allow access for a stretcher, wheelchair, etc., and to hold a couch with space for people to work around it.
- Contain in addition to the previously mentioned first aid materials; a sink with hot and cold running water, drinking water, paper towels, impermeable work surfaces, clean garments for use by first aiders and occupational first aider's clinical thermometer a couch with pillow and blankets frequently cleaned.
- be heated, lighted, ventilated and cleaned regularly
- be designed so that immediate contact can be made with the person on call, e.g., radio, siren and a telephone link if feasible. It should be stressed that a sufficient that a sufficient number of first-aid boxes must be provided for any work area which is not within easy reach of the first-aid room.

### 3. EMERGENCY PHONE # POSTED.

Project Name..... Project No.....

The following are the business telephone numbers where project key personnel can be reached at all times. In addition, the emergency tele-phone numbers of other vital agencies are listed:

	BUSINESS	RESIDENCE
PROJECT CONTROLLER		
CLIENTS PROJECT CONTROLLER		
CHIEF CONSTRUCTION MANAGER		
SAFETY OFFICER CONTRACTOR		
OTHER EMERGENCY TELEPHONE NUMBERS		
FIRE		
AMBULANCE		
DOCTOR		
HOSPITAL		
POLICE		
GAS COMPANY		
ELECTRIC COMPANY		
WATER COMPANY		
TELEPHONE COMPANY		
INSURANCE COMPANY		

#### **4.0 HOUSEKEEPING & SANITATION**

At the work site, an adequate supply of potable water must be provided, as well as clean drinking water dispensers. Potable water for cleanup must be provided. Where non potable water is used for industrial or fire-fighting purposes it must be identified by appropriate signs. Besides this, the Contractor shall provide sufficient no. of worker toilets with proper sanitation and worker's rest room.

#### **5.0 FIRE PREVENTION**

Electrical wiring equipment for heating, light, or power purposes must be installed in compliance with the requirements. Internal combustion engine-powered equipment must be located with exhausts well away from combustible materials. Smoking is to be prohibited in the vicinity of fire hazards and such as areas must be conspicuously posted. Care shall be taken properly to ground nozzles, or steam used in hazardous tankage or vessels.

In location of temporary buildings and yard storage, appropriate care shall be taken for proper separation to preclude an accumulation of fire potential. The contractor is responsible for maintaining the entire area, but particularly storage areas, free from accumulation of unnecessary combustible materials.

##### **SITE FIRE CHECK LIST**

1. Are safe ashtrays provided where smoking is permitted?
2. Are heaters properly guarded?
3. Are wet clothes kept clear of heaters?
4. Are portable heaters secure from being knocked over?
5. Is all temporary wiring well supported and protected?
6. Are any circuits overloads?
7. Are all flammable liquids, gas cylinders and flammable materials separately, properly stored?
8. Are all gas appliances fitted with control taps?
9. Is rubbish being "burned in proper fashion"?
10. Is all flame cutting & welding taking place with proper precautions?
11. Are all blowlamps and blowtorches being used correctly?
12. Do all night watchmen and security patrols know the fire routines?

##### **PREVENTING THE SPREAD OF FIRE**

1. Is waste accumulating in hoist shafts, under butts, in odd corners?
2. Are separate metal waste containers supplied for each of the following: oily rags, paint rags, paint scrapings, waste flammable liquids, wood shavings and offcuts?
3. Is all waste regularly cleared?
4. Are all huts safely sited?

##### **MEANS OF ESCAPE**

1. Are all gangways, stairs and platforms free from obstruction?
2. Does everyone know what to do in emergency?
3. Is fire drill practiced, and is there a system to ensure all persons have evacuated the area?



## **FIRE FIGHTING**

1. Have all extinguishers been checked and / or recharged? Are they clearly identified and easily accessible? Are operatives trained in their use.

### **6.0 PERSONAL PROTECTION**

Workers are often reluctant to use protection equipment. Such items should not only be suitable for their purpose but also be as conformable as possible and acceptable to the workers concerned. Only then can efforts to ensure that equipment is worn or used prove successful.

All necessary personal safety equipment as considered adequate by the Engineer-in-Charge shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use; and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.

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

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

Those engaged in welding works shall be provided with welder's protective eye-shields.

Stone workers are employed in sewers and manholes, which are in use, the contractor shall ensure that man-holes cover 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.

Any Person working at a height shall be provided with Safety belts.

### **7.0 ELECTRICAL INSTALLATION**

Contact of plant with uninsulated overhead electric cables (over 200 volts) or electrical discharge due to plant coming into close proximity.

Electrical short circuit or overload causing explosion or fire resulting in stoppage of plant involved for more than 24 hours and which might have caused injury.

#### **General Guidelines Electrical**

- 1.0 Provide earth leakage protection (ELCB of 20mA) on every socket outlet and lighting circuits.
- 2.0 Use separate 15A socket outlets also multisoquets are not be used.
- 3.0 All socket outlets shall be shuttered type.
- 4.0 All wiring shall be properly colour coded.

Phase - Red/Yellow/Blue

Neutral – Black

Earth - Green

5.0 Wiring shall be done only in rigid metal conduits. PVC and metal flexibles are to be used.

6.0 Fuses are not to be used. Only circuit breakers to be used

7.0 Lighting protection as per IS: 2309 to be provided.

## **8.0 PERSONAL PROTECTION**

Hand and power tools must be maintained in a safe condition, whether furnished by the contractor or by the employee. When power-operated tools are designed to accommodate guards, they must be equipped with appropriate guards when in use. Belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains and other moving parts of equipment must be guarded if the parts are exposed to contact by employees.

All hand-held power tools must be equipped with a constant pressure switch that shuts off when there pressure is released. Electric power-operated tools shall be of the approved double insulated type, or grounded in accordance with good electrical practice. Pneumatic power tools must be secured to the hose or whip by positive means. Safety clips or retainers must be maintained on pneumatic impact (percussion) tools to prevent attachments from being from being accidentally expelled.

Pneumatically driven nails, staplers, and similar equipment provided with automatic fastener feed that operate at more than 100 psi pressure at the tool must have safety devices on the muzzle to prevent the tool frame ejecting fasteners, unless the muzzle is in direct contact with the work surface.

Hoses shall not be used for hoisting or lowering tools, and hoses exceeding 1/2 -in side diameter must have a safety shutoff St. the source of supply to reduce pressure in case of a hose failure.

All fuel-powered tools must be stopped while being refuelled, serviced, or maintained.

Only trained employees may be allowed to operate a powder-actuated tool. Such tools must be tested each day before loading to see that the safety devices are in proper working condition, in accordance with manufacturer's recommended test procedure. Tools shall not be loaded until just prior to the intended firing time. Neither loaded nor empty tools are to be pointed at any employee, and hands shall be kept clear of the open barreled end. Fasteners shall not be driven into very hard or brittle materials such as cast iron, glass block, face brick, hardened steel, or hollow tile. For driving into materials that are easily penetrated, appropriate backing must be available to prevent the pin fastener from passing completely through.

All employees using abrasive wheels must use eye protection, and other tools must be operated using appropriate personal safety equipment.

## **9.0 LADDERS**

Use of Ladders and folding Step-Ladders.

- \* This regulation applies to all ladders and pairs of steps but not roof ladders and crawling boards.
- \* Ladders must :
  - a) be fixed near the top if practicable, or near the bottom if not : if suspended they must be secure,
  - b) be placed (except when suspended) on a firm level base; they must not stand on loose packing (e.g bricks)
  - c) be intermediately secured, where necessary, to prevent swaying and sagging, and
  - d) be supported, or suspended, equally on each tile.
- \* If a ladder, standing on the ground, cannot be fixed to prevent slipping, then someone must hold it at the base when it is being used.
- \* A ladder which is not more than 3M in length, need not be fixed or footed, provided it is securely placed so as to prevent it from slipping or falling. This exemption does not apply to ladder which are used as a means of communication between one working place and another, or to suspended ladders.
- \* Ladder must :
  - a) extend at least 1.05M above my landing place beyond the highest rung from which a person may be working, or have a nearby handfold of equivalent height.
  - b) be placed so that there is space behind each rung for proper foothold (e.g. no rung should coincide with a scaffold tube.)

## **10.0 SCAFFOLDING**

Collapse of any scaffold or part of a substantial part of the scaffold falling or overturning; also collapse or part collapse of the suspension arrangements of a slung or suspended scaffold, causing the platform or cradle to fall more than 5m.

### **10.1 Provision of Scaffolds, etc.**

Scaffolds must be provided for all work which cannot be safely done from the ground or part of the building.

Ladders, properly secured, can be used - but only for light work which can be done with one hand.

### **10.2 Supervision of Work and Inspection of Material**

Scaffolds must be erected, altered or dismantled only under competent supervision and, as far as possible, by experienced persons. All scaffolding materials must be inspected before use to check that they are up to standard.

### **10.3 Construction and Material**

Sufficient sound material must be provided for a scaffold to be strong enough and stable enough for the job.

Wherever timber is used for any kind of scaffolding purpose, it must be of the right type for the job, be free from back and must not be painted so that any defects are hidden.

Scaffold tubes and fittings must not be bent, distorted or unduly rusty.

#### **10.4 Defective Material**

Scaffold tubes, couplers and fittings that are bent unduly rusty or distorted should be rejected.

Timber with dangerous splits and knots should always be rejected

Ropes and lashings showing signs of chafing through wear, or of being corroded, should be rejected.

All scaffold components must be properly stored when not in use and kept separately from all other building materials.

#### **10.5 Maintenance of Scaffolds**

Scaffolding must be kept in good order and every effort made to prevent the accidental displacement of any part.

#### **10.6 Partly Erected or Dismantled Scaffolds**

In any scaffold is either partly erected (or partly dismantled), but nevertheless is still capable of being used to some extent, it must have a bold warning notice fixed, or all access blocked off or barred, at the point beyond which it cannot be safely used.

#### **10.7 Standards or Uprights, Ledgers and Putlogs**

Scaffold standards should be verticals and spaced closely enough for the intended use of the scaffold

Base plates must be used. Timber sole plates should also be used to distribute the load from the standard over a wider area, as well as to offset possible local subsidence.

Ledgers must be level and fixed to standards with right-angle couplers.

Putlogs and transoms must be firmly fixed to ledgers or standards.

The flattened end of the putlog must be pushed right into the wall to provide maximum support.

Putlogs and transoms should be spaced according to the expected load and the thickness of the boards to be used in the platform.

In normal use, putlogs and transoms should be spaced so that the spans of scaffold boards should not be greater than :

32mm boards : 1m

38mm boards : 1.50m

50mm boards : 4.60m

#### **10.8 Ladders used in Scaffolds**

Ladders used as uprights must be :

Strong enough for the load Equally supported on each stile and

Secured to prevent slipping Ladders are only to be used to support a scaffold platform when the work is light, e.g., painting.

#### **10.9 Stability of Scaffolds**

All scaffolds must be :

On a solid, even base; or suspended from a sound structure, braced to prevent failure, and tied to the building or structure unless specially designed to be completely independent.

Any building or structure which support a scaffold must be strong enough to carry the scaffold and its load.

Mobile scaffolds must be stable, weighted at the base if necessary be used only at a flat, level surface have the wheels locked to prevent movement whilst being used for work, and

be pushed, or pulled only at the base when being moved. Scaffolds must not be built on loose bricks, drain pipes, chimney pots, etc., Bricks or blocks can be used to support a platform no higher than 600 mm from the ground or floor.

#### **10.10 Slung Scaffolds:**

Be strong enough

Be properly secured to be overhead anchor-ages and to be platform frame

Be spaced so as to keep the platform stable

Be vertical, and

Be kept taut.

No rope other than wire rope may be used for suspension packing must be used to prevent damage to suspension ropes or chains at any point where sharp or rough - edged protrusions could cause chafing.

The platform must be secured to prevent swaying whilst in use.

#### **10.11 Cantilever, Jib, Figure and Bracket Scaffolds:**

Cantilever or jib scaffolds must be anchored to a structure which is strong enough to carry the total load. Outriggers must be long enough and strong enough and the scaffold must

be braced to ensure stability.

Figure or bracket scaffolds supported by dogs or spikes must not be used if there is any danger of these pulling out of the brickwork or stone-work.

#### **10.12 Support for Scaffolds, etc.**

No part of the building may be used to support scaffolding unless it is strong enough to do so. Unless gutters have been designed as walkways and are strong enough to bear the weight, they must not be used to support scaffolding or ladders.

#### **10.13 Suspended Scaffolds (Not Power Operated)**

The ropes, winches, blocks and tackle must be strong enough and correctly rigged. A safe anchorage for the suspension must be provided.

Winches or similar lifting devices must :

- Have brakes which apply when the operating lever is released, and
- Be protected from the weather, falling dirt, etc.

Outriggers must:

- Be long enough and strong enough
- Be horizontal (light cradles are excepted),
- Have stops at their outer ends (light cradles excepted)
- Be tied down or properly counterweighted at the tail, and
- be close enough together to support the rails and scaffolds properly.

Counterweight must :

- be bolted or securely attached to the outriggers, and
- be at least three times the overturning moment or load.
- Platforms must be hung clear of the building or face of the structure

Runways must :

- be strong enough and in good condition,
- have stops at each, and
- be bolted or tied securely to their supports.
- Suspension ropes or chains must :
- be properly secured, both overhead and to the frame of the platform, and be kept taut.

Winches must :

- have at least two full turns of rope on the drum when the platform is in its lowest position, and be marked with the length of rope on the drum.
- Suspended scaffolds and associated equipment must be maintained in good conditions Platforms must be prevented from tipping or swaying whilst in use.
- Steel wire rope must be used for the suspension of all platforms other than lightweight cradles.
- Lightweight cradles may be suspended by fibre ropes and pulley blocks which



should not be more than 3.20m apart. (only ropes recommended by manufacturers for this purpose should be used).

Platform of suspended scaffold must :

- be close boarded,
- be at least 430mm wide on lightweight cradles
- be at least 600mm wide on all other types, if used only for workmen, or be at least 800 mm wide, if used for workmen and materials, and
- never be used to carry another higher platform.

Platform should be as close as possible to the face of the building, but where persons sit on the edge of the platform to carry out their work, the distance between platform and building can be up to 300 mm.

#### **11.0 HOISTS, CRANES & DERRICKS: Safety of Hoistways, Platforms and Cages.**

Hoistways must be enclosed wherever access is provided or wherever persons could be struck by the platform or other moving parts. Gates must be fitted in the enclosure at all landing places and must normally be at least 2m high, but gates 910 mm high are acceptable where persons are not at risk of falling down the hoist-way or coming into contact with moving parts. Gates must be kept closed except for the movement of persons and materials, it is the duty of all persons to see that is done.

Hoist platforms and cages must be fitted with a device capable of supporting them, fully loaded, should hoists, ropes or driving gear fail.

Hoists, must be fitted with ver-run stops at the top.

Operation of Hoists.

Hoists must only be capable of being operated from one position at a time, whether by rope, lever or switch. Hoists must not be operated from the cage.

Where the hoist driver cannot see the platform or cage during its movement, a signaling system, which covers all landing places, must be used.

Safe working Load and Marking of Hoists.

The platform of materials or goods hoists must carry a notice stating

(i) the safe working load and (ii) that passengers must not ride on the platform.

The safe working load must not be exceeded except for test purposes.

Cages for passengers hoists must carry a notice stating (i) the safe working load and (ii) the number of passengers permitted.

No greater number of passengers may be carried and the safe working load must not be exceeded except for test purposes.

Cranes & Derricks

Manufacture's recommendations on operating conditions shall be followed by the

contractor. Rated load capacities and recommended operating speeds and special hazard warnings or instructions must be conspicuously posted on all equipment visible to the operator while he is at his control station.

A boom angle indicator and a load-indicating device in good working order must be provided for cranes and derricks. Hand signals to crane and derrick operators shall be those prescribed by the applicable ANSI standards for the type of crane in use. Accessible areas within the swing radius of the rear of the rotating superstructure of a crane must be barricaded to prevent an employee from being struck or crushed by the crane.

In operating boom equipment, careful clearance shall be given to electrical distribution and transmission lines. For lines rated 50 kV or below, minimum clearance is 10 ft, whereas for loads rated over 50 kV, minimum clearance shall be 10 ft + 0.4 in per each kV over 50 or use twice the length of the line insulator, but never less than 10 ft.

For hammerhead tower cranes, adequate clearance must be maintained between the moving and rotating structures and fixed objects to allow the passage of employees without them. Employees required to perform duties on the horizontal booms of hammerhead tower cranes must be protected against falling by guard rails or by safety belts and lanyards. Overheads and gantry cranes must have the rated load of the crane plainly marked on each side, and if the crane has more than one hoisting unit, each must have its rated load marked on the load block in marking clearly legible from the ground or floor. All operation must be prescribed in ANSI B30.2 "Safety code for Overhead and Gantry Cranes".

Derricks in use must meet the applicable requirements for design, construction, installation inspection, testing, maintenance and operation prescribed in ANSI B30.6 "Safety code for Derricks".

## **12.0 MOTOR VEHICLES**

Motor equipment left unattended at night areas where work is in progress must have appropriate lights, reflectors or barricades to identify the location of the equipment. A safety tire rack, cage or equivalent protection must be used when a worker is inflating, mounting, tires installed on split rims or rims equipped with locking rings. Heavy machinery that is suspended or held aloft by the use of slings, hoists or jacks must be blocked or cribbed to prevent falling or shifting before employees are permitted to work under them. Bulldozer and scraper blades and similar equipment shall be either fully lowered or blocked when being repaired or when not in use. All controls must be in the neutral position and the motor stopped and brakes set, unless work being performed requires otherwise. Parked equipment must be checked and parking brakes set. All cab glass shall be safety glass. All vehicles must have a service brake system, an emergency brake system, and a parking brake system. Vehicles that require additional light shall have at least two headlights, as well as brake lights.

Other standard vehicles equipment vehicles equipment such as seat belts, rear-view mirrors, and safety latches on operating levers shall be in accordance with standard vehicle codes, and state-inspected where appropriate.

## **13.0 BARRICADES**

Contractor shall erect and maintain barricades required in connection with his operation to guard or protect.

## Hoisting Areas

Areas adjudged hazardous by contractor's or Project Managers Inspectors

Owner's existing property subject to damage by Contractor's operations.

Contractor's employees and those of his subcontractors shall become acquainted with Project Managers barricading practice and shall respect the provisions thereof.

### **13.1 Guarding of Floor Openings and Floor Holes**

13.1.1 Every temporary floor opening shall have railings, or shall be constantly attended by someone. Every floor hole into which persons can accidentally fall shall be guarded by either :

- a railing with toe board on all exposed sides, or
- a floor hole cover of adequate strength and it should be hinged in place. When the cover is not in place, the floor hole shall be constantly attended by some one or shall be protected by a removable railing.

13.2 Every stairway floor opening shall be guarded by a railing on all exposed sides, except at entrance to stairway. Every ladder way floor opening or platform shall be guarded by a guard railing with toe board on all exposed sides (except at entrance to opening), with the passage through the railing either provided with a swinging gate or so offset that a person can not walk directly into the opening.

### **13.3 Guarding of Open-Side Floors and Platform**

Every open-sided floor or platform 120 cm or more above adjacent floor or ground level shall be guarded by a railing (or the equivalent) on all open sides, except where there is entrance to ramp, stair-way, or fixed ladder. The railing shall be provided with a toe board beneath the open sides wherever.

- Persons may pass;
- there is moving machinery; or
- there is equipment with which falling materials could create a hazard.

## **14.0 HEALTH STANDARDS**

### **14.1 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 fit for drinking.

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

every water supply or storage shall be a distance of not less than 50 feet from any latrine drain or any other source of pollution.

### **14.2 WASHING FACILITIES**

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

Separate and adequate cleaning facilities shall be provided for the use of male and female workers.

Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

### **14.3 LATRINES AND URINALS**

The Contractor shall employ sufficient no. of sanitation workers to keep all of the Construction site clean at all times, from all Faeces, Excreta, Urination etc., such that it will persist to occur despite all other provisions made according to standards all neatly set out as below.

Latrines shall be provided in every work place on the following scale namely :-

- Where female are employed there shall be at least one latrine for every 25 females.
- Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case be upto first 100, and one for every 50 thereafter.

Every latrine shall be under cover and so partitioned off as to secure privacy and shall have proper door fastenings.

Construction of latrines : The inside walls shall be constructed masonry or some suitable heat-resisting non-adsorbent materials and shall be cement washed inside and outside at least once a year, latrines shall not be of standard lower than borehole system.

Where workers of both sexes are employed, there shall be displayed out side each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men Only" or "For Women Only" as the case may be.

The notice shall also bear the figure of man or woman, as the case may be.

There shall be at least one urinal for male workers upto 50 and for female workers upto 50 employed at a time, provided that where the number of male or female workers, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.

The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

Latrines and urinals other than those connected with a flush sewage system shall comply with requirements of Public Health Authorities.

Water shall be provided by means of tap or otherwise so as to conveniently accessible in or near the latrines and urinals.

Disposal of excreta: Unless otherwise arranged by the local sanitary authority,

arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed off by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with 15 cm layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).

The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-charge to effect proper disposal of night soil and other conservancy work in respect of the Contractor's workmen or employees of the site. The contractor shall be responsible for payment of any charges which may be levied by the municipal or cantonment authority for execution of such on behalf.

#### **14.4 PROVISION OF SHELTER DURING REST**

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

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

#### **14.5 CRECHES**

At every work place, at which 20 or more women workers are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under at the age of six years. One room shall be used as a play room for the children and the other as their bedroom.

The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.

The contractor shall supply adequate number of toys and games in playroom and sufficient number of cots and bedding in the bed room.

The contractor shall provide one aya to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.

The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

#### **14.6 CANTEENS**

In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering 100 or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such labour.

The canteen shall be maintained by the contractor in an efficient manner.

The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing

places separately for workers and utensils.

The canteen shall be sufficiently at all times when any persons has access to it.

The floor shall be made of smooth and impervious materials and inside walls shall be lime washed or colour washed at least once a year.

Provided that the inside walls of the kitchen shall be lime washed every four months.

The premises of the canteen shall be maintained in a clean and sanitary conditional

Suitable arrangements shall be made for the collection of disposal of garbage.

Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause nuisance.

The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.

The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than 1 sq.m. per dinner to be accommodated as prescribed in sub-rule(ix).

a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment necessary for efficient running of canteen.

2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

b) 1. Suitable clean cloths for the employees serving in the canteen shall be provided and maintained.

2. A service counter, if provided, shall have top of smooth and impervious material.

3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.

A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.

Sufficient tables stools or benches shall be available for the number of diners to be accommodated as prescribed in subrule (ix).

The food stuff and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.

The charges for food stuffs, beverages and other items served in the canteen shall be based on 'No profit No loss' and shall be conspicuously displayed in the canteen.

In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely :-

The rent of land and building.



The depreciation and maintenance charges for the building and equipment provided for the canteen.

The purchase, repairs and replacement of equipment including furniture, crockery, cutlery and utensils.

The water charges and other charges incurred for lighting and ventilation

The interest and amounts spent on the provision and maintenance of equipment provided for the canteen.

The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

#### **14.7 ANTI-MALARIAL PRECAUTIONS**

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

#### **15.0 RECORDS OF FIRST AID TREATMENT**

Project Date \_\_\_\_\_  
Project : \_\_\_\_\_  
Location : \_\_\_\_\_  
Injured Date : \_\_\_\_\_  
Name : \_\_\_\_\_  
Employer : \_\_\_\_\_  
Employer's Supervisor : \_\_\_\_\_  
Injury Data : \_\_\_\_\_  
Date : \_\_\_\_\_  
Time : \_\_\_\_\_  
Description of Injury : \_\_\_\_\_  
First Aid Treatment : \_\_\_\_\_  
Treatment administered by : \_\_\_\_\_  
Type of treatment administered : \_\_\_\_\_  
Referred for Medical Treatment : \_\_\_\_\_  
\_\_\_\_\_ No

\_\_\_\_\_ Yes

Doctor \_\_\_\_\_

Hospital \_\_\_\_\_

Report Prepared by : \_\_\_\_\_ Date : \_\_\_\_\_  
Treatment Received by : \_\_\_\_\_ Date : \_\_\_\_\_

#### **16.0 DAMAGE REPORT FORM**

Contact \_\_\_\_\_

Plant and equipment affected \_\_\_\_\_

Serial numbers or identifying marks \_\_\_\_\_

Owner of plant or equipment \_\_\_\_\_

Place, date and time of incident \_\_\_\_\_

Circumstances of incident  
\_\_\_\_\_  
\_\_\_\_\_

Details of damage  
\_\_\_\_\_  
\_\_\_\_\_

Names of operators involved (if not Company employees, also give details of such contractors concerned)  
\_\_\_\_\_  
\_\_\_\_\_

Were normal working methods used?  
\_\_\_\_\_

Contributory causes of incident  
\_\_\_\_\_  
\_\_\_\_\_

Names of witness  
\_\_\_\_\_  
\_\_\_\_\_

(attach statements)  
\_\_\_\_\_  
\_\_\_\_\_

Preventative action proposed or taken  
\_\_\_\_\_

Signature of Site Agent or Manager \_\_\_\_\_

Date \_\_\_\_\_

## **17.0 PERSONNEL ACCIDENT REPORT FORM**

Division / Dept (if applicable) \_\_\_\_\_

Contractor \_\_\_\_\_

Full name and address of injured person (IP) \_\_\_\_\_

Occupation of IP \_\_\_\_\_ Age of IP \_\_\_\_\_

Employed (state if self-employed or under training) \_\_\_\_\_

Particulars of accident:

Date and time of accident \_\_\_\_\_

Exact place where accident happened \_\_\_\_\_

What was IP doing at time of accident? \_\_\_\_\_

Did IP cease work? \_\_\_\_\_

First aid or hospital treatment \_\_\_\_\_

Time lost (state of IP is still off work) \_\_\_\_\_

Brief description of accident, giving dimensions where applicable  
\_\_\_\_\_

Details of tools, equipment plant or machinery  
\_\_\_\_\_

What protective clothing/equipment was being worn/used by IP?  
\_\_\_\_\_

Nature of injury and part of the body injured, e.g., punctured foot, hand, broken leg  
\_\_\_\_\_

Contributory factors:

Unsafe system of work YES/NO \_\_\_\_\_

Lack of training, supervision etc., YES/NO \_\_\_\_\_

Environmental Conditions (wind, rain, ice, etc.) YES/NO \_\_\_\_\_

State of equipment (faulty brakes, damaged lifting gear, etc.) YES/NO \_\_\_\_\_

Other \_\_\_\_\_

Delete as appropriate and give details. \_\_\_\_\_

Names and address of witness \_\_\_\_\_

If reportable:

Date and time Safety Officer informed by Telephone \_\_\_\_\_

Preventative action taken or proposed \_\_\_\_\_

Signature of Site Agent or Manager \_\_\_\_\_

Date \_\_\_\_\_

## **SECTION-V**

### **LABOUR REGULATIONS TO BE FOLLOWED IN THIS PROJECT**

#### **1. SHORT TITLE**

These regulations may be called the Labour Regulations and shall be followed by the Contractor for this Project.

#### **2. DEFINITIONS**

(i) **Workman** means, any person employed by Department or its contractor directly or indirectly, through a subcontractor, with or without the knowledge of the Department, to do any skilled, semiskilled or unskilled, manual, supervisory, technical or clerical work, for hire or reward, whether the terms of employment are expressed or implied, but does not include any person: -

- a) Who is employed mainly in a managerial or administrative capacity; or,
- b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature; or,
- c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in same other premises, not being premises under the control and management of the principal employer.

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

- (ii) **Fair Wages** means wages whether for time or piecework fixed and notified under the provision of the Minimum Wages Act from time to time.
- (iii) **Contractors** shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.
- (iv) **Wages** shall have the same meaning as defined in the Payment of Wages Act.

#### **3.**

- (i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- (ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.

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

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

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

#### **5. PAYMENT OF WAGES.**

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

- (viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- (ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.
- (x) It shall be the duty of the contractor to ensure the disbursement of wages in presence of authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.
- (xi) The contractor shall obtain from the junior engineer or any other authorized representative of the Engineer-in-Charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form: -

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

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

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following: -
    - a) Fines
    - b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
    - c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.
    - d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
    - e) Any other deduction, which the Central Government may from time to time, allows.
  - (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.
- Note:** - An approved list of Acts and Omission for which fines can be imposed is enclosed at Appendix-1.
- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.



- (iv) The total amount of fine, which may be imposed, in any one-wage period, on a worker, shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days from the date on which it was imposed.
- (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

## 7. LABOUR RECORDS

- (i) The contractor shall maintain a **Register of Persons employed** on work on contract in Form XIII of the CL (R&A) latest State Rules (Appendix IV)
- (ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) latest state government rules (Appendix V)
- (iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) latest state government rules (Appendix VI)
- (iv) Register of accident – The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
  - a) Full Particulars of the labourers who met with accident.
  - b) Rate of wages.
  - c) sex
  - d) Age
  - e) Nature of accident and cause of accident
  - f) Time and date of accident
  - g) Date and time when admitted in hospital
  - h) Date of discharge from the hospital
  - i) Period of treatment and result of treatment
  - j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
  - k) Claim required to be paid under Workmen's Compensation Act.
  - l) Date of payment of compensation
  - m) Amount paid with details of the person to whom the same was paid
  - n) Authority by whom the compensation was assessed
  - o) Remarks.
- (v) The contractor shall maintain a **Register of Fines** in the Form XII of the CL (R&A) latest state government rules (Appendix XI)
 

The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed (Appendix X)
- (vi) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) latest state government rules (Appendix XII).

- (vii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) latest state government rules (Appendix-XIII).
- (viii) The contractor shall maintain a **Register of Overtime** in Form XXIII of the CL (R&A) latest state government rules (Appendix-XIV).

## **8. ATTENDANCE CARD-CUM WAGE SLIP**

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

## **9. EMPLOYMENT CARD**

The contractor shall issue an **Employment Card** in the Form XIV of CL (R&A) latest state government rules to each worker within three days of the employment of the worker (Appendix-VIII).

## **10. SERVICE CERTIFICATE**

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service Certificate in the Form XV of the CL (R&A) latest state government rules (Appendix-IX).

## **11. PRESERVATION OF LABOUR RECORDS**

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

## **12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY**

The labour officer or any person authorized by the Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and provisions of these Regulations.

He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

### **13. REPORT OF LABOUR OFFICER**

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

- (i) Engineer in charge shall arrange payments to the labour concerned within 45 days from the receipt of the report form or the superintending engineer as the case may be the Labour Officer

### **14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER**

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

### **15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER**

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

**16. INSPECTION OF BOOKS AND SLIPS**

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

**17. SUBMISSION OF RETURNS**

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

**18. AMENDMENTS**

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

**REGISTER OF MATERNITY BENEFITS (Clause 19F)**

Name and address of the contractor\_\_\_\_\_

Name and Location of the work\_\_\_\_\_

Name of the Employee	Father's/ husband's name	Nature of Employment	Period of actual confinement	Date on which notice of confinement Given
1	2	3	4	5

Date on which maternity leave commenced and ended				
Date of Delivery/ Miscarriage	In case of delivery		In case of miscarriage	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

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

**SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT ADMISSIBLE  
TO THE CONTRACTOR'S LABOUR**

Name and address of the contractor\_\_\_\_\_

Name and location of the work\_\_\_\_\_

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



**LABOUR BOARD**

Name of work: \_\_\_\_\_ Name of

Contractor: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_ Name and

address of Government divn. \_\_\_\_\_ Name of

CLIENT Labour Officer: \_\_\_\_\_

Address of CLIENT Labour Officer: \_\_\_\_\_

Name of Labour Enforcement Officer: \_\_\_\_\_

Address of Labour Enforcement Officer: \_\_\_\_\_

Sl.No	Category	Minimum wage Fixed	Actual wage paid	Number Present	Remarks

Weekly holiday \_\_\_\_\_

Wage period \_\_\_\_\_

Date of payment of Wages \_\_\_\_\_ Working

hours \_\_\_\_\_

Rest interval \_\_\_\_\_

Form-XIII (See Rule 75)

**Register of Workmen Employed by Contractor**

Name and address of contractor\_\_\_\_\_

Name and address of establishment under which contract is carried on\_\_\_\_\_

Nature and location of Work\_\_\_\_\_ Name and

address of Principal Employer\_\_\_\_\_

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

Form-XVI (See Rule 78(2)(a))

**Muster Roll**

Name and address of the contractor\_\_\_\_\_

Name and address of establishment under which contract is carried on\_\_\_\_\_

Nature and location of work\_\_\_\_\_

Name and address of Principal Employer\_\_\_\_\_ For the month of fortnight\_\_\_\_\_

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

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

Name and address of the contractor\_\_\_\_\_

Name and address of establishment under which  
contract is carried on\_\_\_\_\_

Nature and location of work\_\_\_\_\_ Name and address of

Principal Employer\_\_\_\_\_

Wages period\_\_\_\_\_Monthly/fortnightly

Sl.No.	Name of workman	Serial No.in the register of workman	Designation Nature of work done	No. of days worked	Units of work done	Daily rate of wages/piece rate	Basic Wages
1	2	3	4	5	6	7	8

Dearness allowances	Overtime	Other cash payments (Indi cate nature)	Total	Deductions if any, (indicate nature)	Net amount paid	Signature or thumb impression of the workman	Initial of contractor or his representative
9	10	11	12	13	14	15	16

**Appendix 'VII'**  
**(Obverse)**

Wage Card No. \_\_\_\_\_

**Wage  
Card**

Name and address of the contractor  
and location of work \_\_\_\_\_

Date of issue\_

Name

Designation \_\_\_\_\_

Name of Workman \_\_\_\_\_

Month/fortnight-----

Rate of Wages \_\_\_\_\_

DATE																															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Morni																															
Eveni																															
initial																															

Rate \_\_\_\_\_

Amount \_\_\_\_\_

Received from \_\_\_\_\_ the sum of Rs. \_\_\_\_\_ on account of my wages.

Signature

The wage card is valid for one month from the date of issue

Form-XIX  
(See rule 78(2)(b))

**Wages Slip**

Name and address of the contractor\_\_\_\_\_

Name and Father's/Husband's name of workman\_\_\_\_\_

Nature and location of work\_\_\_\_\_ For the

Week/Fortnight/Month ending\_\_\_\_\_

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

Initials of the Contractors or his representative

Form-XIV (See rule 76)

**Employment Card**

Name and address of the contractor\_\_\_\_\_

Name and address of establishment under which contract is carried on\_\_\_\_\_

Nature of work and location of work\_\_\_\_\_ Name and address of Principal Employer\_\_\_\_\_

1. Name of Workman\_\_\_\_\_
2. SI No. in the register of workman employed\_\_\_\_\_
3. Nature of employment/designation\_\_\_\_\_
4. Wage rate (with particulars of unit in case of piece work)\_\_\_\_\_
5. Wages period\_\_\_\_\_
6. Tenure of employment\_\_\_\_\_
7. Remarks\_\_\_\_\_

Signature of contractor



Form-XV (See Rule 77)

**Service Certificate**

Name and address of the contractor\_\_\_\_\_

Nature and location of work\_\_\_\_\_

Name and Address of workman\_\_\_\_\_ Age or date  
 of birth\_\_\_\_\_ Identification  
 marks\_\_\_\_\_

Father's/Husband's name\_\_\_\_\_

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

Name and address of Principal Employer\_\_\_\_\_

Sl.N o.	Total period for which employed		Nature of work done	Rate of Wages (with particulars of unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

Signature

**LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED**

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

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

Form-XII (See Rule 78(2)(d))

**Register of Fines**

Name and address of the contractor\_\_\_\_\_

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

Nature and location of work\_\_\_\_\_

Name and address of Principal Employer\_\_\_\_\_

Sl.N o.	Name of workman	Father's/Husband' s name	Designation/natu re of employment	Act/Omissio n For which fine imposed	Date of Offence
1	2	3	4	5	6

Whether workman Showed cause against fine	Name of person in whose presence employees explanation was heard	Wage period and wages payable	Amount of fine imposed	Date on which fi ne realized	Remarks.
7	8	9	10	11	12

Form-XX(See Rule 78(2)(d))

**Register of Deduction for Damage or Loss**

Name and address of the contractor\_\_\_\_\_

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

Nature and location of work\_\_\_\_\_ Name and address of Principal Employer\_\_\_\_\_

Sl.No.	Name of workman	Father's/Husband's name	Designation/nature of employment	Particulars of damage or loss	Date of damage or loss
1	2	3	4	5	6

Whether workman showed cause against fine	Name of person in whose presence employee's explanation was heard	Amount of deduction imposed	No. of installments	Date of recovery		Remarks
				First installment	Last installment	
7	8	9	10	11	12	13

**Register of Advances**

Name and address of the contractor\_\_\_\_\_

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

location of work\_\_\_\_\_

Name and address of Principal Employer\_\_\_\_\_

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

Form-XXIII (See Rule 78(2)(e))

**Register of Overtime**

Name and address of the contractor \_\_\_\_\_

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

Nature and location of work \_\_\_\_\_

Name and address of Principal Employer \_\_\_\_\_

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

## **Section -VI**

### **Formats**

#### **GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER SUPPLY AND SANITARY INSTALLATIONS**

The agreement made this..... Day of ..... Two thousand and ..... between ..... S/O..... (hereinafter called the GUARANTOR of the one part) and the ----- (herein after called the Client of the other part). WHEREAS THIS agreement is supplementary to the contract. (Herein after called the Contract) dated.....and made between the GUARANTOR OF THE ONE PART AND the Client of the other part, whereby the contractor interalia, undertook to render the work in the said contract recited structurally stable workmanship and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain structurally stable and guarantee against faulty workmanship, finishing, manufacturing defects of materials and leakages etc.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable, after the expiry of maintenance period prescribed in the contract for the minimum life of ten years, to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer- in- charge with regard to nature and cause of defects shall be final. During the period of guarantee the guarantor shall make good all defects to the satisfaction of the Engineer- in- charge calling upon him to rectify the defects, failing which the work shall be got done by the Client by some other contractor at the guarantor's cost and risk. The decision of the Engineer –in- charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to make good all the defects, commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage cost expense or otherwise which may be incurred by him by reason of any default on the part of THE GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Client the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator. And ..... by for and on behalf of the Client on the day, month and year first above written.

Signed sealed and delivery by OBLIGATOR in the presence of:

- 1.
- 2.

SIGNED FOR AND ON BEHALF OF ----- BY..... in the present of: 1.

- 2.



**GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR WATER PROOFING  
TREATMENT FOR BASEMENT/TERRACE/TOILETS.**

The agreement made this \_\_\_\_\_ day of \_\_\_\_\_ two thousand and \_\_\_\_\_ between \_\_\_\_\_ S/o \_\_\_\_\_ (hereinafter called the GUARANTOR of the one part) and the \_\_\_\_\_ (hereinafter called the Client of the other part).

WHEREAS this agreement is supplementary to a contract. (Herein after called the Contract) dated \_\_\_\_\_ and made between the GUARANTOR OF THE ONE PART AND the Client of the other part, whereby the contractor inter alia, undertook to render the structures in the said contractor of the work in the said contract recited completely water and leak proof.

THE GUARANTOR hereby guarantee that the water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after the expiry of maintenance period prescribed in the contract. Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects.

The decision of the Engineer in charge with regard to cause of leakage shall be *final*. During the period of guarantee the guarantor shall make good all defects and in case of any defects being found render the structure water proof to the satisfaction of the Engineer in charge at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Engineer in charge calling upon him to rectify the defects, failing which the work shall be got done by the Client through some other contractor at the guarantor's cost and risk. The decision of the *Engineer in charge* as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the water proofing, or commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance *and observance* of this supplementary agreement. As to the amount of loss and/or cost incurred by the Client on the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator \_\_\_\_\_ and by \_\_\_\_\_ by for and on behalf of \_\_\_\_\_ on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of: 1. \_\_\_\_ 2. \_\_\_\_  
SIGNED FOR AND ON BEHALF OF \_\_\_\_\_ BY \_\_\_\_\_ In presence of:  
1. \_\_\_\_\_ 2. \_\_\_\_\_

**Section - VII****PROFORMA OF SCHEDULES**

(Operative Schedules)

<b>SCHEDULE 'A'</b>		
	Schedule of quantities (BOQ)	<b>Attached as Volume –V, Bill of Quantities.</b>
<b>SCHEDULE 'B'</b>		
	Schedule of materials to be issued to the contractor	<b>NIL – No material to be issued to the Contractor</b>
<b>SCHEDULE 'C'</b>		
	Tools and plants to be hired to the contractor	<b>NIL - No tools and plants to be hired to the Contractor</b>
<b>SCHEDULE 'D'</b>		
	Extra schedule for specific requirements/document for the work, if any.	<b>NIL</b>
<b>SCHEDULE 'E'</b>		
Reference to General Conditions of Contract		
Name of work	<b>Construction of Medical College Building Kohima Nagaland</b>	
Estimated cost of work	<b>As per NIT</b>	
Earnest money :	<b>As per NIT ( to be returned after receiving performance guarantee)</b>	
Performance Guarantee:	<b>5% of Tendered Value</b>	
Security Deposit :	<b>Refer SCC clause no. 31 (e)</b>	
<b>SCHEDULE 'F'</b>		
<b>GENERAL RULES &amp; DIRECTIONS</b>		
Officer inviting bid	<b>Directorate of Health &amp; Family Welfare, Government of Nagaland</b>	

<b>DEFINITIONS</b>		
1.	Authority executing the agreement on behalf of the Department of Health & Family Welfare, Govt. of Nagaland through Principal Director	<b>Executive Engineer-Medical Engineering Division on behalf of Principal Director, Directorate of Health &amp; Family Welfare, Government of Nagaland</b>
2(i)	Accepting Authority	<b>Directorate of Health &amp; Family Welfare, Government of Nagaland through Principal Director or his/her Assignee</b>
2(vi)	Engineer-in-Charge	<b>Executive Engineer- Medical Engineering Division to act as Engineer-in- Charge</b>

2(ix)	Percentage on cost of materials and labour to cover all overheads and profits.	10%	
2(xi)	Standard Schedule of Rates	Nagaland Schedule of Rates 2016 with up- to-date correction slips	
2(xii)	Department	Directorate of Health & Family Welfare, Govt. of Nagaland through Principal Director or its authorized representative.	
9(ii)	Standard contract Form	Standard Contract form as issued/uploaded	
CLAUSES OF CONTRACT			
Clause 1			
(i)	Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	15 days	
Clause 2			
	Authority for fixing compensation Under Clause 2.	Engineer In charge	
Clause 2A			
	Authority for deciding incentive Under Clause 2A.	Not applicable	
	Whether Clause 2A shall be applicable	Not applicable	
Clause 5			
	Time allowed for execution of the Works from Date of Start	24 Months	
	Number of days from the date of issue of letter of acceptance for reckoning date of start	15 days	
Milestone(s) will be as per table given below:-			
S.No.	Description of Milestone (Physical)	Time allowed in days (from date of start)	Amount to be with-held in case of non-achievement of milestone.
1	Completion of RCC work up to Plinth Level (for Construction of Medical College Building)	05 Months	Rs. 1,00,00,000

2	Completion of RCC work upto Floor level 4. (for Construction of Medical College Building)	10 Months	Rs. 1,00,00,000
3	Completion of RCC works upto Terrace and Brickwork upto Floor Level 4. (for Construction of Medical College Building)	12 Months	Rs. 1,00,00,000
4.	Completion of all brick work, Complete Internal Plumbing Piping, Sample Toilet & Electrical Conduiting. (for Construction of Medical College Building)	15 Months	Rs. 1,00,00,000
5.	Completion of all internal plaster, fixing of doors & Window frames.(for Construction of Medical College Building)	17 Months	Rs. 1,00,00,000
6.	Completion of HVAC, internal/external including all civil, electrical and HVAC works (for Construction of Medical College Building)	23 Months	Rs. 1,00,00,000
7.	Completion of work in all respects including development works etc. (for Construction of Medical College Building)	24 months	Rs. 1,00,00,000
5.4	Authority for decide: Extension of Time and rescheduling of Milestones, Shifting in date of start in case of delay in handing over of site.	<b>Directorate of Health &amp; Family Welfare, Government of Nagaland through Principal Director on recommendation of Executive Engineer-Medical Engineering Division.</b>	
<b>Clause 6, 6A</b>			
	Clause applicable – (6 or 6A)	<b>6A</b>	
<b>Clause 7</b>			
	Gross work done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment	<b>Rs. Five Crores Only</b>	
<b>Clause 10A</b>			

	List of testing equipment to be provided by the contractor at site laboratory	as per Annexure-I and II
<b>Clause 10B(ii)</b>		
	Whether Clause 10 B (ii) shall be applicable	Not applicable
	Whether Clause 10 B (iii) shall be applicable	Not applicable
<b>Clause 10 C</b>		
	Whole Clause 10C, 10 CA, 10CB, 10CC, 10CD	Applicable after the expiry of the stipulated time period on valid ground only
<b>Clause 11</b>		
	Specifications to be followed for execution of work	NPWD, BIS, CPWD Specifications along with MORT&H, IRC with up to date correction slips and Technical Specifications (Volume IV) of tender Documents.
<b>Clause 12 Type of work</b>		<b>Project and Original Work</b>
12.2 & 12.3	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work.	30 %
12.4	(i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work. (Except earth work)	30 %
	(ii) Deviation Limit for items in earth work subhead of DSR or related items	100 %
<b>Clause 16</b>		
	Competent Authority for deciding reduced rates for work not done as per the specification- Sub Standard work	Chief Engineer- PWD (H)/ Chief Engineer-Power/ Addl. CE/ SE
<b>Clause 18</b>		
	List of mandatory machinery, tools & plants to be deployed at site.	Are to be suggested by Contractor in Part 1 of NIB
<b>Clause 25</b>		
	Reviewing Authority	Chief Engineer- PWD (H)/ Chief Engineer-Power.
	Appealing Authority	Chief Engineer- PWD (H)/ Chief Engineer-Power.
<b>Constitution of Dispute Redressal Committee</b>		
1	Chairman	To be appointed by the Directorate of

2	Member	Health & Family Welfare, Government of Nagaland through Principal Director				
3	Member					
Clause 36 (i)						
Min. Requirement of Technical Staff (s) and monthly recovery Rate (for each project site separately)						
S. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience (Yrs.)	Minimum (No.)	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36 (i)(Rs. Per Month)
1	Graduate Engineer from recognized Govt. Institute	Civil	Project Manager	20 years in Building Construction	1	Rs.40000/- per month
2	Graduate Engineer from recognized Govt. Institute	Civil Electrical HVAC	Dy. Project Manager	12 years in Building Construction	2 1 1	Rs.30000/- per month per person
3	Graduate Engineer from recognized Govt. Institute  Or Diploma Engineer	Civil Electrical Mechanical	Project/Site/Billing Engineer	5 years for Graduate Engineer Or 10 years for Diploma Engineer	2 1 1	Rs.25000/- per month per person
4	Graduate Engineer from recognized Govt. Institute	Civil Electrical	Quality Engineer	8 years	1 1	Rs.25000/- per month per person
5	Diploma Engineer	Civil	Surveyor	8 Years	1	Rs.15000/- per month per person
6	Graduate Engineer from recognized Govt. Institute	Civil Electrical	Project Planning /Billing Engineer	6 years	1 1	Rs.20000/- per month per person
7	Graduate Engineer from recognized Govt. Institute	Civil	Safety Engineer	5 years	1	Rs.20000/- per month per person
8	Graduate Engineer from recognized Govt. Institute	Civil	Supervisor	5 years	5	Rs.10000/- per month
Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.						
Diploma holder with 10 years relevant experience with a reputed construction company can be treated at par with graduate Engineer for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of the requirement of Graduate Engineers. Technical Manpower for Minor Components (Electrical/HVAC) to be deployed only from the start of the activities for the respective components.						

<b>Clause 39</b>	Authority having option of terminating the Contract in event of death of Contractor	Directorate of Health & Family Welfare, <b>Government of Nagaland through Principal Director</b>	
<b>Clause 42</b>			
i)	a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Nagaland Schedule of Rates 2016 printed by NPWD		
ii)	<b>Variation permissible on theoretical quantities</b>		
	a) Cement for works with estimated cost put to tender not more than Rs. 5 lakhs.	<b>3% plus/minus</b>	
	For works with estimated cost put to Tender is more than Rs. 5 lakhs.	<b>2% plus/minus</b>	
	b) Bitumen all works	<b>2.5% plus &amp; only &amp; nil on minus side.</b>	
	c) Steel reinforcement and structural steel Sections for diameter, section and category.pp	<b>2% plus/minus</b>	
	d) All other materials	<b>Nil</b>	
<b>Recovery Rates for Quantities beyond permissible Variation</b>			
S.No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less used beyond permissible variation
1	Cement	<b>Nil</b>	<b>1.10 x (Base Price +CI)</b>
2	Steel Reinforcement	<b>Nil</b>	<b>1.10 x (Base Price +CI)</b>



**A-List of Equipment for Field Testing Laboratory (Minimum)**

1. Balances
  - 7kg. to 10 kg. capacity, semi-self-indicating type – accuracy 10 gm.
  - 500 gm. Capacity, semi-self-indicating type – accuracy 1 gm.
  - Pan balance- 5 kg. Capacity – accuracy 10 gms.
2. Ovens-electrically operated, thermostatically controlled upto 110°C – sensitivity 1°C.
3. Sieves: as per Is 460-1962.
  - I.S. sieves – 450mm internal dia, of sizes 100mm, 80mm, 63mm, 50mm, 40mm, 25mm, 20mm, 12.5mm, 10mm, 6.3mm, 4.75mm, complete with lid and pan.
  - I.S. sieves – 200mm internal dia (brass frame) consisting of 2.36mm, 1.18mm, 600 microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns, with lid and pan.
4. Sieve shaker capable of 200 mm and 300 mm dia sieves, manually operated with timing switch assembly.
5. Equipment for slump test – Slump cone, steel plate, tamping rod, steel scale, scoop.
6. Dial gauges, 25 mm travel – 0.01 mm/ division least count – 2 nos.
7. 100 tonnes compression testing machine, electrical-cum manually operated.
8. Graduated measuring cylinders 200 ml capacity – 3 Nos.
9. Enamel trays (for efflorescence test for bricks).
  - 300 mm x 250 mm x 40 mm – 2 nos.
  - Circular plates of 250 mm dia – nos.
10. Cube Mould – as per requirement
11. Bitumin test apparatus (Penetration & bitumin content test)

Note: The above list is indicative and is bare minimum. However, Contractors are advised to provide Laboratory Testing Equipments in required number so that Quality of work does not suffer due to shortage of Equipment.

**B-Field Testing Instruments (Minimum)**

1. Steel tapes – 3m
2. Vernier calipers
3. Micrometer screw 25 mm gauge
4. A good quality plumb bob
5. Spirit level, minimum 30 cms long with 3 bubbles for horizontal vertical
6. Wire gauge (circular type) disc
7. Foot rule
8. Long nylon thread
9. Rebound hammer for testing concrete
10. Dynamic penetrometer
11. Magnifying glass
12. Screw driver 30 cms long
13. Ball pin hamer, 100 gms
14. Plastic bags for taking samples
15. Moisture meter for timber
16. Earth resistance tests (for Electrical Divisions)
17. Meggar (for Electrical Divisions)
18. Tools & Plant
  1. Tower Crane-1 – 20 M ht
  2. Mixer M/c- 2 Nos
  3. Needle Vibrator- 10 Nos
  4. Plate Compactor- 5 Nos ( 5 Ton)
  5. Automatic Level M/c
  6. Concrete Hammer M/c
  7. Drilling M/c
  8. Steel Ladder-2 Nos

Note: The above list is indicative and is bare minimum. However, Contractors are advised to provide Field Testing Equipments in required number so that Quality of work does not suffer due to shortage of Equipment.

**APPENDIX XV**  
**Notice for appointment of Arbitrator [Refer clause 25]**

To

The

..... Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of contract Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to Reviewing Authority for decision
17. Date of receipt of Reviewing Authority's decision
18. Date of appeal to you
19. Date of receipt of your decision.

Specimen signatures of the applicant  
(only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims. 2.
- 3.
- 4.

Yours faithfully,  
(Signatures)

Copy in duplicate to:

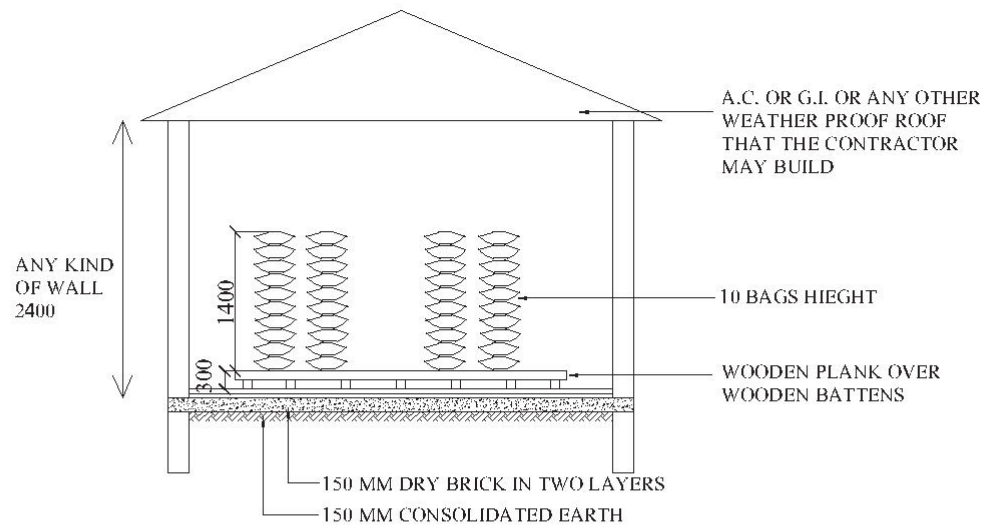
1. The Engineer –in-charge

**Annexure to clause 34 (x) showing quantities of materials of areas of surfacing to be considered for working out minimum period for which hire charges of road roller are to be recovered.**

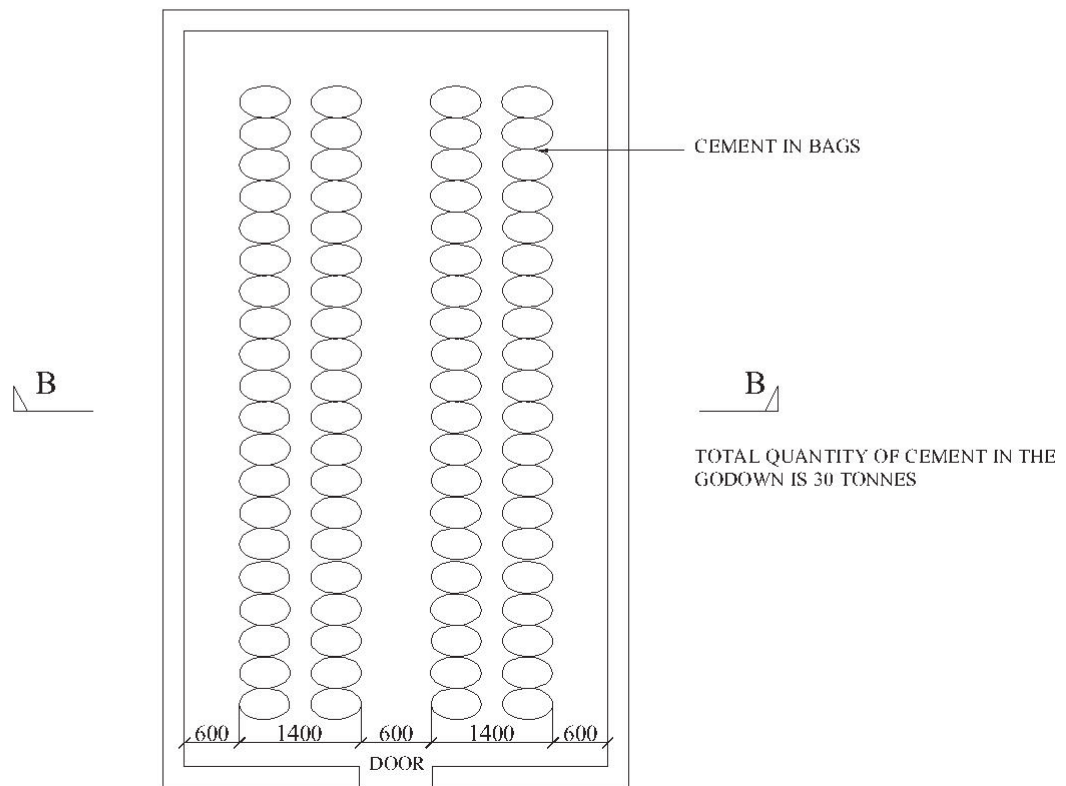
[illegible]

	size) per 100m <sup>2</sup> and coarse sand 2.4 cum per 100 Sqm and hot cut back bitumen over a tack coat of hot cut back bitumen	
14	6cm thick bitumen concrete surfacing using stone aggregate 5.8 cum (60% 40mm nominal size and 40% 25mm nominal size) per 100 Sqm and coarse sand 2.9 cum per 100 Sqm and hot cut back bitumen over a tack coat of hot cut back bitumen.	280 sqm
15	5 cm thick bitumen concrete surfacing using stone aggregate 7.3 cum (60% 50mm nominal size and 40% 40mm nominal size) per 100 Sqm and coarse sand 3.65 cum per 100 Sqm and hot cut back bitumen over a tack coat of hot cut back bitumen.	230 sqm
16	2.5 cm bitumastic sheet using stone aggregate 1.65 cum (60% 12.5mm nominal size and 40% 10mm nominal size) per 100 Sqm and coarse sand 1.65 cum per 100 Sqm and hot cut back bitumen over a tack coat of hot cut back bitumen.	750 sqm
17	4cm bitumastic sheet, using stone aggregate 2.6 cum (60% 12.5mm nominal size and 40% 10mm nominal size) per 100 Sqm and coarse sand 2.5 cum per 100 Sqm and hot cut back bitumen over a tack coat of hot bitumen.	560 sqm
18	Laying full grouted surface using stone aggregate 40 mm nominal size 6.10cum per 100 Sqm with binder, binding with 20mm to 12.5mm nominal size stone grit. 1.83 cum per 100 Sqm and seal coat of binder and stone grit 10mm nominal size, 1.07cum per 100 Sqm, the binder being hot bitumen or tar as specified.	460 sqm
19	Laying full grouted surface using stone aggregate 50mm nominal size 9.14 cum per 100 Sqm grouting with binder with stone grit 20 mm to 12.5 mm nominal size, 1.83 cum per 100 Sqm and seal coat of binder and stone grit 10mm nominal size 1.07 cum/100 Sqm the binder being hot bitumen or tar.	370 sqm
20	4cm thick premix macadam surfacing using stone aggregate 25mm nominal size 4.57 cum per 100 Sqm and hot bitumen binding with stone aggregate 12.5 mm nominal size 1.52 cum per 100 Sqm and seal coat of hot bitumen and stone aggregate 10mm nominal size 1.07 cum per 100 Sqm.	560 sqm
21	5cm thick premix macadam surfacing with stone aggregate 25 mm nominal size, 6.10 cum per 100 Sqm and hot bitumen binding with stone aggregate 12.5 mm nominal size 1.52 cum per 100 Sqm and seal coat of hot bitumen and stone aggregate 10mm nominal size 1.07 cum per 100 Sqm.	460 sqm

## CEMENT GODOWN



SECTION BB



PLAN

ALL DIMENSION IN MM

TOTAL QUANTITY OF CEMENT IN THE GODOWN IS 30 TONNES



**END OF VOLUME - II**