NATIONAL INSTITUTE OF TECHNOLOGY

DURGAPUR

GENERAL TENDER DOCUMENT

(CONTAINING GENERAL CONDITIONS OF

CONTRACT, LABOUR LAWS, SAFETY CODES,

OTHER REQUISITES, NAME OF WORK, ESTIMATED COST, EMD and SPECIAL TERMS AND CONDITIONS)

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GENERAL CONDITIONS OF CONTRACT

1.0 Definition and Interpretation : In this Contract, unless the context requires otherwise, the following terms shall have the meaning ascribed to them hereunder:-

1.1 Definition

In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

i) Works or work means the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

ii) Site means the land/or other places 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 allotted or used for the purpose of carrying out the contract.

iii) The Contractor means the individual, firm or company, whether incorporated or not, undertaking the works and includes the legal representative of such individual, or the successors of the such firm or company and the permitted assignees of such individual, firm, or company.

iv) The expression President, Government or Government of India means the President of India and his successors in office.

v) The Employer means the Office who is authorized and signs the contract on behalf of the National Institute of Technology , Durgapur and shall be in-charge of the work.

vi) The Engineer means the officer who shall supervise the work on behalf of the Employer.

vii) Accepting, means the officer whose authority is mentioned in Bidding Data..

viii) Accepted Risks are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government 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 cause solely due to use or occupation by Government/Institute of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Employer's faulty design of works.

ix) Market Rate shall be the rate as decided by the Employer 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 Bidding Data to cover all overheads and profits.

x) Schedule(s) referred to in these conditions shall means the relevant schedule(s) annexed to the bid papers of the standard Schedule of Rates of the Government mentioned (PWD/PHE/CPWD) in Bidding Data hereunder, with the amendments thereto issued up to the date of receipt of the bid.

xi) Bid Amount means the value of the entire work as stipulated in the letter of award.

1.2 Interpretation:-

i) The Contract means and includes the documents forming the bids and acceptance thereof and the formal agreement executed between the competent authority on behalf of the National Institute of Technology , Durgapur and the bidders, together with the documents referred to therein including these conditions, the specification, designs, drawings and instructions issued from time to time by the Employer and all these documents takes together, shall be deemed to form one contract and shall be complementary to one another.

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

iii) Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or taken into consideration in the interpretation or construction thereof of the contract.

iv) The original Contract shall remain with the Employer. The contractor may be furnished, one duplicate copy of the contract documents together with all drawings, if any, as may be forming part of bidding document except standard specification, Schedule of Rates and similar other printed and published documents. None of these documents shall be used for any purpose other than that of this contract. The duplicate copies will be provided , if requested by the contractor, as per charges to be decided by the authority from time to time.

1.3 Discrepancies & adjustment of errors:

The several documents forming Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

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

i) Description of Schedule of Quantities.

ii) Particular Specification Condition, if any.
iii) Drawings.
iv) Technical Specifications.
v) Indian Standard Specifications of B.I.S.

1.4 Sufficiency of Tender:

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

1.5 Signing of Contract

The successful bidder, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign and execute the Contract consisting of :-

i) the invitation for bids, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto, and
ii) Standard Form as mentioned in Bidding Data consisting of :-

a) Various standard clauses with corrections up to the date along with annexure thereto.
b) Safety Code.
c) Model Rules for the protection of health, sanitary arrangements for workers employed; and
d) Contractor's Labour Regulations.

1.6 Works to be carried out :

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 descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good industry practice and recognized principles.

2.0 General Obligations :

2.1 Work not to be Sublet and Action in Case of Insolvency or Attempt to influence contract :

The contract shall not be assigned or sublet without the prior written approval of the Employer. 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, before or after the execution of the contract be given, promised or offered by the contractor, or any of his servants or agent or associate to any public officer or person in the employ of National Institute of Technology, Durgapur 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 Employer shall have power to adopt the course specified in Clause 8.3 hereof in the interest of National Institute of Technology, Durgapur and in the event of such course being adopted, the consequences specified in the said Clause shall ensue.

2.2 Change in Contractor's organization to be approved :

Where the contractor is a partnership firm, the previous approval in writing of the Employer 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 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 2.1 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause.

2.3 Contractor To Indemnify Govt. Against Patent Rights :

The Contractor shall fully indemnify and keep indemnified the Employer against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights or Intellectual Property 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 the Employer, in respect of any such matters as aforesaid, the contractor shall be notified thereof and the contractor shall be
at liberty, at his own expense, to settle any dispute or co conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the Employer 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 Employer in this behalf.

2.4 Withholding and Lien in Respect of Sums Due from Contractor :

(i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Employer or the Government/Institute 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 Employer or the Government/Institute 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 Employer or the Government/Institute 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 Employer or the Government/Institute or any contracting person through the Employer pending finalization of adjudication of any such claim.

ii) National Institute of Technology, Durgapur 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 bills of the contractor including all supporting vouchers, abstract, etc. to be made after payment of 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 National Institute of Technology, Durgapur 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 National Institute of Technology, Durgapur to the contractor, without any interest thereon whatsoever.

Provided that the National Institute of Technology, Durgapur 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 Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Employer.

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 Employer or the Government/Institute or any other contracting person or persons through Employer against any claim of the Employer or Government/Institute 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 the clause by the employer or the Government/Institute will be kept withheld or retained as such by the Employer or the Government/Institute 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.

2.5 Levy/Taxes Payable By The Contractor

i) Sales Tax / VAT or any other taxon materials in respect of this contract and all statutory taxes (LabourCess, Education cess/tax, service tax etc.) shall be payable by the Contractor and the Employer shall not entertain any claim whatsoever in this respect. Up-to-date Income Tax clearance certificates, Trade license certificates, EPF certificates and other certificates are to be produced by the contractor.

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

iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Employer and does not any time become payable by the contractor to the State Government/Institute or Local authorities in respect of any material used by the contractor in the works then in such a cases, it shall be lawful to the Employer and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the contractor.

2.6 Conditions for Reimbursement of Levy/Taxes, if Levied after Receipt of Tenders:

All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution(46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the lasts stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payment, if any, is not, in the opinion of the Employer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

The contractor shall keep books of accounts and other documents for the purpose of this condition as may be necessary to clearly arrive at such amounts shall allow inspection of the same by a duly authorized representative of the Employer and further shall furnish such other information/document as the Employer may require from time to time.

2.7 If the Relation Working in the Department :

The Contractor shall not be permitted to tender for works with the Employer office in which his near relative is posted as Divisional Accountant or as an officer in any capacity as Engineer. He shall also intimate the names of persons who are near relatives to any Gazetted Officer in the department or in the Ministry who are working with him in any capacity or are subsequently employed by him. Any breach of this condition by the Contractor shall render him liable to be removed from the approved list of contractors of the Department. If, however, the contractor is registered in any other department, he shall be debarred from tendering for any breach of this condition.

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

2.8 Prohibition to Work as Contractor

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of Indian shall work as a Contractor or employee of a Contractor for a period of two years after his retirement from government/Institute service without the previous permission of Government of India/Institute in writing. The contract is liable to be cancelled if either 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 services, as the case may be.

2.9 Provisions of the Apprentices Act to be Complied with :

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

3.0 Security for performance :

3.1 Performance Guarantee :

i) The Contractor shall submit an irrevocable Performance Guarantee of 10% (Ten percent) of the contract price in addition to other deposits mentioned elsewhere in the contract for his proper performances and due fulfillment of the terms and conditions of the Contract, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Bid Data from the date of issue of letter of acceptance. This period can be further extended by the Employer up to a maximum period as specified in bidding data on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Employer. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at Call receipt of any scheduled blank/Banker's Cheque/Demand Draft/Pay Order of any scheduled bank (in case guarantee amount is greater than Rs.10000/-) or accordance with the form annexed hereto. In case a fixed deposit receipt is furnished by the contractor to the Employer / Government/institute as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt when demanded, the loss caused thereby shall fall on the contractor and on demand the contractor shall forthwith furnish additional acceptable security to the Employer/Government/institute to make good the deficit.

ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 365 days thereafter. In case the time for completion of work gets enlarged, the Contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the Contractor, without any interest.

iii) The Employer shall not claim under the performance guarantee except for amounts to which the Employer is entitledunder the contract (not withstanding and/or without prejudice to any other provisions in the Contract) in the event of :

a) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the employer may claim the full amount of the Performance Guarantee.

b) Failure by the Contractor to pay the Employer any amount due, either as agreed by the contractor or determined under any of the Clause/Conditions of the Contract, within 30 days of the service of notice to this effect by Employer.

iv) In the event of the Contract being determined or rescinded under provision of any of the Clause/Condition of the Contract, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.

All compensations or the other sums of money payable by the Contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the Contractor by the Employer on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the Contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Employer, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be mentioned above and the Earnest money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

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

Note –2 : Government Securities will include all forms of Securities mentioned in rule No.275 of the G.F. Rules except fidelity bond. This will be subject to

the observance of the condition mentioned under the rule against each form of security.

v) The performances Guarantee shall be continuous and revolving for the warranty period. In case, the Bank Guarantee shall be replenished by an equal amount within 15 days by the contractor.

3.2 Earnest Money and its Conversion to Security Deposit :

In the alternative to deposit of Performance Guarantee under clause 3.1, the Employer may, in its discretion which is final, agree to deduct a sum at the rate of 10% of the gross amount of each running bill of the Contractor till the sum along with the sum already deposited as Earnest Money* (2.5 % of the Estimated Amount of the tender), will amount to security Deposit (SD) of 10 % of the bid value of the work. Such Deductions will be made and held by Institute by way of Security Deposit unless he / they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. SD will be held for 365 days after completion of work, during which the contractor is responsible for attending and rectifying all complains on his work). No exemption in Earnest Money is entertained except those having certificate of NSIC/MSME.*Earnest Money is to be deposited as DD or Bank Guarantee on any nationalized bank which will be returned to the unsuccessful bidders within 30 working days after finalization of bid.
However there is no exemption or preference in i) bid value and ii) Security Deposit (=10%) for those having certificate of NSIC/MSME.

4.0 Execution of Work

4.1 Works To Be Executed In Accordance With Specifications, Drawings, Orders Etc. :

The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Employer 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 specified in Bidding Data 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.

4.2 Deviations/Variations Extent and Pricing :

The Employer 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 Employer and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

The 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 calculated in (i) above or such further additional time as may be considered reasonable by the Employer.

In the cases of extra item(s) 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 Employer shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the Contractor, determine the rates on the basis of the PWD/PHE/CPWD/market rates and the Contractor shall be paid in accordance with the rates so determined.

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

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

The 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 Bidding Data, and the Employer 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 for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

The Contractor shall send to the Employer 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 Employer which he has executed during the preceding quarter failing which the Contractor shall be deemed to have waived his right. However, the Employer may authorize consideration of such claims on merits.

For the purpose of operation deviation limit as provided in the Bidding Data, the following works shall be treated as works relating to foundation :

i) For buildings, compound walls plinth level or 1.2 meters (4 feet) above ground level whichever is lower excluding items of flooring and D.P.C. but including base concrete below the floors.

ii) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs the abed of floor level.

iii) For retaining walls where floor level is not determinate 1.2 meters above the average ground level or bed level.

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

4.3 Action in Case Work not Done as per Specification :

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 Employer, his authorized subordinates in charge of the work and all the superior officers, Standing Quality Control Cell of the Institute, and the Contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the Contractor, either himself be present to receive orders and 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 haves the same force as if they had been given to the Contractor himself.

If it shall appear to the Employer or his authorized subordinates in-charge of the work or to the Standing quality control cell or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the Contractor shall, on demand in writing which shall be made within six months of the completion of the work from the Employer specifying the work, materials or articles or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charges and cost. In the event of the failing to do so whining a period specified by the Employer in his demand aforesaid, then the Contractor shall be liable to pay compensation at the same rate as under clause 8.2 of the contract (for non-completion of the work in time) for this default.

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

4.4 Contractor Liable For Damages, Defects During Defects liability period:

If the Contractor or his working staff 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 premise 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 ay defect, shrinkages or other faults appear in

the work within the period as specified in the Bidding Document after a certificate final or otherwise of its completion shall have been given by the Employer as aforesaid arising out of defect or improper materials or workmanship the Contractor shall upon receipt of the notice in writing on that behalf make the same good at his own expense or in default the Engineer 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 defects liability period 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.

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.

4.5 Contractor Shall Supply Tools & Plants, etc:

The Contractor shall provide at his own cost all materials, plant, tools, appliances, implements, ladders, corkage, 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 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 Employer at the expense of the Contractor, under this contract or otherwise and / or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

4.6 Employment of Technical Staff and Employees :

Contractor's 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.

The contractor shall immediately after receiving letter of acceptance of the Bid and before commencement of the work, intimate in writing to the Employer the name(s), qualifications, experiences, 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 Bidding Document. The Employer shall with 3 days of receipt of such communication intimate in writing his approval or otherwise of such representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the bid 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 Employer and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Employer and/or his designated representative to take instructions. Instructions given to the technical representative(s) shall be deemed to have the same post as if these have been given to the contractor. The principal technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurement of works and whenever so required by the Employer or his designated representative(s) in the Site Order Book

And shall affix his/their signature(s) in token of noting down the instructions and in token of acceptance of measurements/checked measurements/test checked measurements. The representatives(s) by more than two days. If the employer, whose decision in this respect is final and binding on the contractors 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 affected from the contractor as specified in Binding Data and the decision of the Employer as recorded in the Site Order Book and measurements recorded. Checked/test checked in Measurement Books shall be final and binding on the contractor.

Further if the contractor fails to appoint a suitable 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 employer shall have full power to suspend the execution of the work until such date as a suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work.. The contractor shall submit a certificate of employment of the technical representative(s) along with every on account bill/final bill and shall produce evidence if at any time so required by the Employer.

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

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work. The minimum strength of trained and certified workers shall be 5% of the total strength employed. The accepted certification shall be granted by government authorize organizations.

The Employer shall be a library 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 Employer to be undesirable. Such person shall not be employed again at works site without the written permission of the Employer and the persons so removed shall be replaced as soon as possible by competent substitutes.

5.0 Materials Machineries

5.1 Materials to be provided by the Contractor

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

The Contractor shall, at his own expense and without delay, supply to the Employer 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 Employer furnish proof, to the satisfaction of the Employer that the materials so comply. The Employer 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 Employer 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 Employer shall be issued after the test result is received.

The Contractor shall 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 Employer. 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 Employer may required 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 Employer and hear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Employer 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 Employer 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 Employer shall be at liberty to employ at the expense of the Contractor, other person to remove the same without being answerable or accountable for ay loss or damage that may happen or arise to such materials. The Employer shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Employer because the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

5.2 Dismantled Material Institute Property:

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

5.3 Arrangement for Water for Construction :

The contractor(s) shall make his/their own arrangements for water required for the and nothing extra will be paid fro 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.
ii) The Engineer shall make alternative arrangements for supply of water at the risk and cost of contractor(s) for procurement of water is in the opinion of the Engineer, unsatisfactory.

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

i) The water charges @ 1.5 % shall be recovered on the value of the items of work involving consumption of water.
ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main source of supply.
iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements

for water at his/their own cost in the event of any temporary break down in the Institute water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

5.4 Use of Asphaltic Material:

i) The Contractor agrees and 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 quality 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 Employer. If any bitumen or tar remain 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 Employer shall be made and the material return to the Contractors. Although the materials are hypothecated to Institute, the Contractor agrees and 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 Employer 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.

6.0 Measurement and Payment

6.1 Measurements of Work Done:

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

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

All measurements and levels shall be taken jointly by the Engineer or his authorized representatives and by the contractor or his authorized representatives from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer 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 shall not entertain any claim form 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 or his representatives shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charges, 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 measurements 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 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 Employer 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 placed beyond reach of measurement any work without consent in writing of the Employer or his authorized representative in-charge of the work who shall within the aforesaid period of seven day 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 Employer'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.

Employer 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.

6.2 Intermediate Payment :

No payment shall be made for work, of a low value or less till after the whole of the work shall have been completed and certificate of completion given. For Civil works estimated to cost over Rs. Five Lakh, (For Electrical Works = 3 Lacs) the interim or running account bills shall be submitted by the Contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every Two Months fixed for the same by the Employer. 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 above limits (i.e.. Rs. Five / Three Lakh respectively), in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Employer shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the Contractor to submit the bills, Engineer shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the Contractor. Payment on account of amount admissible shall be made by the Employer certifying the sum to which the Contractor is considered entitled by way of interim payment at such rates as decided by the Employer. The amount admissible shall be paid by 21 working days after the day of presentation of the bill by the Contractor to the Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Employer, the period of 21 working days will be extended to 28 working days.

All such interim payments shall be regarded as 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 Employer 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 Employer under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

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

6.3 Completion Certificate and Completion Plans:

Within ten days of the completion of the work, the Contractor shall give notice of such completion to the Employer and within thirty days of the receipt of such notice the Employer shall inspect the work and if there is no defect in the work, shall furnish the Contractor with a final certificate of completions, 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, 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 Employer. 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 of dirt on or before the date fixed for the completion of work, the Employer 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.

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, color 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 Employer shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before talking such action, the Employer shall given ten days notice in writing to the contractor.

6.4 Payment Of Final Bill :

The final bill shall be submitted by the Contractor in the same manner as specified in interim bills within one month of physical completion of the work or within one month of the final certificate of completion furnished by the Employer whichever is earlier. No further claims shall be made by the Contractor after submission of the final bill bad 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 item in dispute, for quantities and rates as approved by Employer, will as far as possible be made within a period of three months, the period being reckoned from the date of receipt of the bill by the Engineer, complete with account of dismantled materials.

6.5 Release Of Security Deposit After LabourClearance :

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 Employer. The Employer, 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.

6.6 Secured Advance on Non-Perishable Materials:

NO SECURED ADVANCE WILL BE PAYABLE BY THE INSTITUTE.

6.7 Compensation During Warlike Situation :

The work (whether fully constructed or not) and all materials, tools and plants, scaffolding, temporary building and other things connected therewith shall be at the risk and cost of the Contractor until the work has been delivered to the Employer and a certificate from him to that effect obtained. In the event of the work or any materials property brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation(i.e. War, border skirmishes, invasion, act of foreign enemies, rebellion, revolution, insurrection of military or usurped powers, or civil war, action against terrorist/militants), the Contractor shall, when ordered (in writing) by the Employer to remove any debris from the site, collects and property 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 the 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 Employer, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed by reasons stated abovebut not already measured and paid for, the compensation shall be assessed by the employer. The contractor shall be paid for the damages/destructions suffered and for the restoring the material at the rate based on analysis of rates tendered for accordance with the provision of the contract. The certificate of the employer regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties of 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 precaution against air raid as are deemed necessary by the A.R.P. officers or the employer (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 expansion of time for its completion as is considered reasonable by the employer.

7.0 Observance of Labor Regulation.

7.1 Recovery of compensation paid to workmen:

In every case in which by virtue of the provisions sub-section (1) of Sec.12 of the workmen's compensation at 1923, Institute is obliged to pay compensation to a workmen employed by the contractor, in execution of the works, Institute will recover from the contractor the amount of the compensations so paid and without prejudice to the rights of the Institute under sun-section (2) of Section. 12, of the said Act, Institute shall be at liberty to recover such amount or any part thereof, by deducting it from the Security Deposit of from any sum due by Institute to the contractor whether under this contract or otherwise. Institute shall not be found to contest any claim made against it under sub-section (1) Section-12 of the same Act, except on the written request of the contractor and upon his giving to Institute full security for all costs for which might become liable in consequence of contesting such claim.

7.2 Ensuring Payment and Amenities To Workman, if Contractor fails:

In every case in which by virtue of the provisions of the Contract Labour (Regulations and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1977, or any other recent rules enacted by Central Government, the Institute is obliged to pay any wages to a workmen employed by the Contractor in execution of the works, or to incurred any expenditure in providing wale fare and health ammonites required to be provided under the above said Act, And the rules under clause 7.10 or under the Contractor Labour Regulations of under the Rules framed by Government from time to time for the protection for health and sanitary arrangement for workers employed by Contractor the Institute 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 Institute under sub-section (2) of section 20, and sub-section (4) of section 21 of the Contract Labour (Regulation and Abolition) Act, 1970, the Institute shall be at liberty to recover such amount of any part thereof by deducting it from the security deposit or from due by Institute to the Contractor whether under this Contract or otherwise Institute shall not be bound to contest any claim maid against under sub-section (1) of Section 20, Sub-section (4) of section 21, of the said act, except on written request of the contractor and upon his giving to the Institute full security for which Institute might become liable in contesting such claim.

7.3 Labour Laws to be Complied :

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

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

7.4 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 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 amended in time to time by the government,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 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 unauthorized 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 Employer concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for mankind good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

b) Under the provision of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Employer 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 in the persons entitled thereto from any money do to the contractor by the Employer 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 there under from time to time.

vi) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the 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 parts 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 wages payable is higher than such wage, such wage shall be paid by the Contractor to the workmen directly without the intervention of Jamadar/Supervisor and the Jamadar/Supervisor shall not be entitled to deduct or recover any amount from the minimum wages 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/Supervisor from the wage of workmen.

7.5 Arrangement for safety Provisions:

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 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.5000/- for each default and in addition the Employer shall be a liberty to made arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the Contractor.

7.6 Submission Of LabourReturn :

The contractor shall submit by the 4th and 19th of every month, to the Engineer 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

5) the number of female workers who have been allowed maternity benefit according to Clause 7.8 and the amount paid to them.

Failing which the Contractor shall be liable to pay to Government, a sum not exceeding Rs.500/- for each default or materially incorrect statement. The decision of the Employer shall be final in deducting from any bill due to the Contractor the amount levied as fine and be binding on the contractor.

7.7 Rules Framed By Govt. To Be Compiled :

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 causes to be complied with all the rules framed by Government from time for the protection of health and sanitary a arrangements for workers employed by the contractors.

7.8 Leave And Pay Regulation :

Leave and pay during leave shall be regulated as follows:

1. Leave:

i) in the case of deliver, maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day.

ii) In the case of miscarriage- up to 3 weeks from the date of miscarriage.

2. Pay :

i) In the case of delivery leave pay during maternity leave will be at the rate of the women's average daily earning calculated on total wages on the days when full time work was done during a period of three months immediately preceding the day on which she gives notice that she expects to be confined or at the rate of rupees 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 preceeding 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 register of maternity (benefit) in the prescribed form, and the same shall be kept at the place of work.

7.9 Default of any of the Provisions of Contractors' Labour Regulation:

In the event of contractor(s) committing a default or breach of any of the provisions, Contractors' 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 filling 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.500/- 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 by Rs.200/-per day for each day of default subject to a maximum of 5% of the estimated cost of the work put to tender. The decision of the Employer shall be final and binding on the parties.

Should it appear to the Engineer that the Contractor(s) is / or not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provision of the Contract Labour(Regulation and Abolition) Act, 1970, and the Contract Labour (RA) Central Rules 97, for the protection of Health and sanitary arrangement for work people employed by the Contractor(s) (hereinafter referred as "the said rules") the Employer shall have power to gives notice in writing to the Contractor(s) requiring that the said rules be complied with and the amenities prescribed therein be provide to the work people shall fail within the period specified in the notice to comply with an / observe the said rules and to provides the amenities to the work people as aforesaid, the Employer shall have the power to provide the amenities herein before mentioned at the cost of the Contractor(s). The Contractor(s) shall erect, make and maintain at his / their own expense and to approve standards all necessary tents and sanitary arrangements required for his /their work people on the sites in connection with the execution of the work, and if the same shall not haves been erected or constructed according to approve standards, the employer shall haves the power to gives notices in writing to the Contractor(s) requiring that the said tents and sanitary arrangements be remodeled and / or reconstructed 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 notices the Employer shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the Contractor(s).

7.10 Provision of Tents, Water supply to the Laborers:

<u>Generally Such Provision is not Applicable to Maintenance Work</u>.

However under the discretion of the Engineer – in – Charge/Institute,for the skeleton staffs only the Contractor(s) shall at his / their own cost provide his / their labour the following facilities :

a)sufficient number of tents;

b)sufficient number of latrines and urinals covered by tents.

c)sufficient quantity of water for drinking and other purposes;

d)proper drainages and sanitation.

7.11 Removal of Contractor's Employee :

The Employer 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 complying with such requirements.

8.0 Operation of Contract :

8.1 Time and Extension for delay:

This provision of delay/time over run is not applicable generally to maintenance work as it is to be attended in schedule time, however for general terms and conditions it is stated that, the time allowed for execution of the works as specified in the bidding data or the extended time in accordance with these conditions shall be the essences of the contract. The execution of works shall commence from such time period as mentioned in letter of acceptance or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, government shall without prejudices to any other right or remedy available in law, be at liberty to forfeit the Earnest Money and performances guarantee absolutely.

As soon as possible after the contract is concluded the Contractor shall submit a time and Progress Chart and get it approved be the Employer. It shall indicate the forecast of the dates of commencements and completion of various trades of sections of the work and may be amended as necessary by agreement between the Employer and the Contractor and further to ensure good progress during the execution of the work, the Contractor shall in all cases, completes the work as per schedule.

If the work (s) be delayed by

i. force majeure events, or

ii. abnormally bad weather, or

iii. serious loss of damage by fire, or

iv. civil commotion, local commotion of workmen, strike (excluding by party's employees) or lock out (excluding by party's employees), effecting any of trades employed on the work, or

v. delay on the part of other contractors or Tradesmen engaged by Employer in executing work not forming part of the contract, or

vi. any other cause which, in the absolute discretion of the authority mentioned in bidding data is beyond the Contractor's control and not brought about at the instance of the Contractor claiming to be effected by such event. Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Employer 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 Employer to proceed with the works.

Request for rescheduling of the work 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. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

In any such case the authority mentioned in Bidding Data may give a fair and reasonable extension of time. Such extension shall be communicated to the contractor by the Employer in writing, within two months of the date of receipt of such request. Non- application by the Contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Employer and this shall be binding on the Contractor.

8.2 Compensation forDelay:

If the Contractor fails to maintain the require progress in terms of Clause 8.1 or to complete the work or 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 competent authority (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/week (as applicable) that the progress remains below that specified in Clause 8.1 or that the work remains in complete.

These will also apply to Item or group of Items for which a separate period of completion has been specified.

i.) Compensation for @0.05% per day of delay to be

Delay of work.upto 90 days	Computed on per day basis for Maintenance work up to4.5% of contract value.

When the delay is exceeding 90 days than the compensation shall be 0.1% per day provided always that the total amount of compensation for delay to be paid under this condition shall not exceed10% of the bid value of work or of the bid value of the item or group of items of works for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set off against any such payable to the contractor under this or any other contract with the government

8.3 When contract can be determinative:

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Subject to other provisions contained in this Clause, the Employer may, without prejudice to this any other rights or remedies 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 whenever the date of completion has or has not elapsed, by notice in writing absolutely determined the contract in any of the following cases:

i) If the contractor having been given by the employer 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 un-workman like manner shall omit to comply with the requirements of

such notice for a period of 7 days thereafter.

ii) 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.

iii) If the contractor has, without reasonable cause, suspended the progress of the work or has hailed to proceed with the work with due diligence so that in the opinion of the employer (which shall be final and binding.) he will be unable to secure completion of the work by the date for completion and continuous to do so after a notice in writing of seven days from the employer.

iv) If the Contractor fails to complete the work within 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 Employer.

v) 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 termsand conditions of the contract and does not remedy it or take effective steps to remedy it within seven days after a notice in writing is given to him in that behalf by the Employer.

vi) If the Contractor commits any acts mentioned in Clause 2.1 hereof, or

vii) If the work is not started by the Contractor within 1/8th of the stipulated time.

a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Employer shall be conclusive evidences). Upon such determination or rescission, 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 / Employer.

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 gives it to another contractor to complete the work. The Contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the employer, the contractor shall have no claim to compensation for any lose sustained by him by a 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 performances 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 by sum for any work thereof or actually performed under his contract unless and until the employer has certified in writing the performance of such work and he shall be entitled to be paid the value so certified.

8.4 Foreclosure of Contract due to abandonment or reduction in scope of work:

If at any time after acceptance of the bid, the employer / 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 employer shall give notice in writing to the Contractor and the Contractor shall act accordingly in the matter. The contractor shall have not claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derive from the execution of the works in full but which he did not derive in consequences 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 for the items hereunder mentioned which would not be utilizes 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 sites office ; storage accommodation and water storages tanks.

ii) Government/institute shall haves the option to take over Contractor's materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, government/institute shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by the government/Institute, cost of such materials as detailed by Engineer, shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which day have been caused to materials whilst in the custody of the Contractor.

iii) Reasonable compensation for transfer of T& P from site to Contractor's permanent stores or to his works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

iv) Reasonable compensation for repatriation of Contractor, site staff and imported labour to the extent necessary.

The Contractor shall, if required by the Engineer furnish to him books of accounts, Wage books, time sheet and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amounts of items on (i) (iii) & (iv) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closures i.e., total stipulated cost of the work as per accepted bid less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the government/institute as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the employer shall be entitled to recover or be credited with any outstanding balances due from 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/Institute from the contractor under the terms of contract.

8.5 Cancellation of Contract in full or part:

If Contractor:

i) at any time makes default in proceedings with the works or any part of the work with the due diligence and continues to do so after a notices in writing of seven days from the employer : or

ii) commits default to complying with any of the terms and condition of the contract and does not remedy it or take effectives steps to remedy it within seven days after a notice in writing is given to him in that behalf by the Employer : or

iii) fails to complete the works or items of work with individual dates of completion, on or before the date (s) of completion, and does not complete them within the periods specified in a notice given in writing in that behalf by the employer : or

iv) shall offer or give or agree to give to any person in government/Institute service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of these or any other contract for government/Institute : or

v) shall enter into a contract with government/Institute 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 accepting authority / employer : or

vi) shall obtain a contract with government/institute as a result of wrong tendering or other non-bonafide methods of competitive tendering : or

vii) 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 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 for his Estate or if a Trust Deed be executed by him for benefit of his Creditors : or

viii) being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arises which entitle the Court or debenture holders to appoint a receiver or manager : or

ix) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days : or

x) assigns, transfers, sublets (engagement of labour on piece work basis or of labour with materials not 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 Accepting Authority :

The Accepting Authority may, without prejudices to any other right or remedy which shall be accrued or shall accrue hereafter to government/Institute by a notice in writing to cancel the contract as a whole or only such items of work in default from the contract.

The Employer shall on such cancellation by the Accepting Authority have powers to :

a) take possession of the site and any materials, constructional plant, implements, stores, etc., thereon : and / or

b) carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part, the Employer shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by Government/Institute. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.
Any excess expenditure incurred or to be incurred by Government/Institute in completing the works or part of the works or the excess loss or damages suffered or may be suffered by government/Institute as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government/Institute in law be recovered from any moneys due to the contractor on any account , and if such moneys are not sufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 3o days.

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Employer shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amount due to Government/Institute and unsold materials, constructional plant etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by Government/Institute of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

8.6 Termination of Contract after Death OfContractor:

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

9.0 Dispute Resolution Mechanism:

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.

9.1 Dispute Resolution Board:

If any dispute arises between the Employer and the Contractor in connection with, or arising out of, the Contractor or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after the repudiation or other termination of the Contractor including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred to the dispute resolution board herein after called "the board."

The board shall comprise of members as defined in the bidding data. The board at its discretion may co-opt any other officer if in its opinion it may help in resolving the dispute. Either party may refer a dispute to the Board. The board shall gives a decision in writing within 30 days of reference of dispute. Either party may refer a written decision of the Board. If neither party refers the disputes to Arbitration with 30 days, the Board's decision will be final and binding.

Employer at its discretion may change any of the member of the Board.

9.2 Arbitration:

Any dispute in respect of which the recommendation, if any, of the dispute resolution board has not become final and binding shall be finally settled in accordance with the provisions of the Arbitration and Conciliation Act. 996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being force. The arbitrator shall have full power to open up, review and revise any decision, and any recommendation of the conciliator related to the dispute.

A sole Arbitrator shall be appointed by the appointing authority as defined in contract data within 30 days of receipt of request from either party. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his offices due to any reason whatsoever, another arbitrator shall be appointed in the

manner aforesaid. Such person shall be entitled to proceed with same reference from the stage at which it was left by his predecessor.

It is a terms of this contract that the arbitrator shall adjudicate 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 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 in India as may be fixed by the arbitrator in his sole discretion.

Neither party shall be limited in the proceedings before such arbitrator to the evidences nor did arguments put before the conciliator for the purpose of obtaining its recommendation / decision. No recommendation shall disqualify conciliator or Employer from being called as a witness and giving evidence before the arbitrator on any matter whatsoever relevant to the dispute.

10. Miscellaneous provisions:

i) "Nothing contained in this Contractor shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

ii) Any failure or delay on the part of any party to exercise right or power under this contract shall not operate as waiver thereof.

iii) The Contractor / Consultant shall notify the Employer / the Government of India of any material changes in their status, in particular, where such change would impact on performance of obligations under this contract.

iv) Each member / constituent of the Contractor / Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer / Government for performance of works / services including that of its Associates / Sub-Contractors under the contract.

v) The Contractor / Consultant shall at all times indemnify and keep indemnified the Employer /Government of India against all claims / damages etc. for any infringement of any Intellectual Property Right (IPR) while providing its services under the project.

vi) The Contractor / Consultant shall at all times indemnify and keep indemnified the Employer / Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's / Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor / Consultant.

vii) The Contractor / Consultant shall at all times indemnify and keep indemnified the Employer / Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s) employed engaged or otherwise working for the contractor, in respect of wages, salaried, remuneration, compensation or the like.

viii) All claims regarding indemnity shall survive the termination or expiry for the Contract.

ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor / Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India of the Employer.

11. Laws Governing the Contract:

This contract shall be governed by the Laws of India for the time being in force.

A **SAFETY CODE**

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given inclination not steeper than ¼ to 1 (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 supports 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 outsides and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12 ft.) aboveground level or floor level, they should be closely boarded, should have adequate width and should be suitable fastened as described in (2) above.

4. Every opening in the floor of 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 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 ½th) for ladder upto and including 3 m. (10ft.) in length. For longer ladders, this width should be increased at least 1/4th for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm. shall be kept. Adeqate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. Excavation and Trenching – All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof Ladder shall extend from bottom of the trench to at least 90 cm. (3 ft.) above the surface of the ground. The side 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 materials 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.

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

   i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

   ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

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

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

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

   ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.

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

   iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

   v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :-

      a) Entry for workers into the line shall not be allowed except under supervision of the EA or any other higher officer.

      b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.

c) Before entry presence of Toxic gases should be tested by inserting wet lead acetate paper which changes color in the presence of such gases and gives indication of their presence.

d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.

e) Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

f) The area should be barricaded or cordoned of by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.

h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.

i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Employer may decide the time up to which a worker may be allowed to work continuously inside the manhole.

j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.

m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.

n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Employer regarding the steps to be taken in this regard in an individual case will be final.

vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken :-

a) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.

b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.

c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

9. The Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :-

(i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.

(ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.

(iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

(iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

(v) Overall shall be worn by working painters during the whole of working period.

(vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

(vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by the Employer.

(viii) The Employer may require, when necessary medical examination of workers.

(ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :-

i) (a) These shall be of good mechanical construction, sound materials and adequate 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 a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding which or give signals to operator.

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

iv) In case of departmental machines, the safe working load shall be notified by the Electrical Employer. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Employer whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should

be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulting mats, wear any rings, watches and carry keys or other materials which are good conductors of electricity.

13. All scaffolds, ladders and other safely devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Employer of the department or their representatives

    1. Notwithstanding the above clauses from (1) to (15) there is nothing in these to exempt the contractor form the operations of any other Act or Rule in force in the Republic of India.

B MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

1. APPLICATION

These rules are indicative only. The contractor shall abide by such rules and in addition to that he/she may take all other measures as deem fit.

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

2. DEFINITION

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

3. FIRST-AID FACILITILES

i) At every work places there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than ones box for 150 contract labour or part thereof ordinarily employed.

ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment :-

a) For work places in which the number of contract labour employed does not exceed 50-

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

1. 6 small sterilized dressings.

2. 3 medium size sterilized dressings.

3. 3 large size sterilized dressings.

4. 3 larges sterilized burn dressings.

5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.

6. 1 (30ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.

7. 1 snakebite lancet.

8. 1 (30gms.) bottle of potassium permanganate crystals.

9. 1 pair scissors.

10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.

11. 1 bottle containing 100 tablets (each of 5gms.) of aspirin.

12. Ointment for burns.

13. A bottle of suitable surgical antiseptic solution.

b) For work places in which the number of contract labour exceed 50.

Each first-aid box shall contain the following equipments.

1. 12 small sterilized dressings.

2. 6 medium size sterilized dressings.

3. 6 large size sterilized dressing.

4. (15gms.) packets sterilized cotton wool.

5. 1 (60ml.) bottle containing a two per cent alcoholic solution iodine.

6. 1 (60ml.) bottle containing salcolatile having the dose and mode of administration indicated on the label.

7. 1 roll of adhesives plaster.

8. 1snake bite lancet.

9. 1 (30gms.) bottle of potassium permanganate crystals.

10. 1 pair scissors.

11. 1 copy of the first aid leaflet issued by the Director General Factory Advice Service and Labour Institutes / Government of India.

12. A bottle containing 100 tablets (each of 5gms.) of aspirin.

13. Ointment for burns.

14. A bottle of suitable surgical antiseptic solution.

iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.

iv) Nothing except the prescribed contents shall be kept in the First-aid box.

v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

vi) A person in charge of the first-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.

vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hour when the workers are at work.

viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of palatable drinking water fit for drinking.

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

iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn form it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.

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

5. WASHING FACILITIES (Optional for maintenance Work, UNDER DISCRETION OF INSTITUTE)

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

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

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

6. LATRINES AND URINALS (OPTIONAL FOR MAINTENANCE WORK, UNDER DISCRETION OF INSTITUTE)

i) Latrines shall be provided in every work places on the following scale namely:-

a) Where female are employed there shall be at least one latrine for every 25 females.

b) Where males are employed, there shall be at least one latrine for every 25 males.

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

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

iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outsides at least once a year. Latrines shall not be of a standard lower than borehole system.

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

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

v) The shall be at least one urinal for male workers up to 50 and one for female workers up to fifty employed at a time, provide that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereafter.

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

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

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

viii) Disposal of excreta :- Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manures).

ix) The contractor shall at his own expense, carry out all instructions issued to him by the Employer to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST (OPTIONAL FOR MAINTENANCE WORK, UNDER DISCRETION OF INSTITUTE)

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

8. CRECHES (OPTIONAL FOR MAINTENANCE WORK UNDER DISCRETION OF INSTITUTE,)

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

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

iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bedroom.

iv) The contractor shall provide one ayaa to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.

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

9. CANTEENS (OPTIONAL FOR MAINTENANCE WORK, UNDER DISCRETION OF INSTITUTE)

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

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

iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.

iv) The canteen shall be sufficiently lighted at all times when any person has access to it.

v) The floor shall be made of smooth and impervious materials and inside walls shall be lime washed or color washed at least once in each year.

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

vi) The premises of the canteen shall be maintained in a clean and sanitary condition.

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

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

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

x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be
less than one square meter (10sft) per diner to be accommodated as prescribed in sub-Rule 9.

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

b) Washing places for women shall be separate and screened to secure privacy.

xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.

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

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

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

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

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

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

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

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

a) The rent of land building.

b) The depreciation and maintenance charges for the building and equipments provided for the canteen.

c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.

d) The water charges and other charges incurred for lighting and ventilation.

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

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

10. ANTI-MALARIAL PRECAUTIONS

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

11. The above rules shall be incorporated in the contract and in notice inviting tenders and shall from an integral part of the contracts.

12. AMENDMENTS

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

C CONTRACTOR'S LABOUR REGULATIONS

1. SHORT TITLE

These regulations may be called Contractors Labour Regulations.

2. DEFINITIONS

i) **Workman** means any person employed by contractor directly or indirectly through a subcontractor to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person :-

a) Who is employed mainly in a managerial or administrative capacity : or

b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature : or

c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises under the control and management of the principal employer.

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

ii) **Fair Wages** means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act. from time to time .

iii) **Contractors** shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour for any work and includes a subcontractor.

iv) **Wages** shall have the same meaning as defined in the Payment of Wages Act.

3. i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.

iii) a) Every worker shall be given a weekly holiday normally on a Sunday, In accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is government 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 Employer to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. DISPLLY OF NOTICE REGARDING WAGES ETC.

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

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 Employer under acknowledgment.

x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Engineer or any other authorized representative of the Employer who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.

xi) The contractor shall obtain from the junior Engineer or any other authorized representative of the Employer as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wages – cum-Muster Roll" as the case may be in the following form :-

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

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

(i) The wages of a worker shall be paid to him without any deduction of any kind except the following :-

(a) Fines

(b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

(c) Deduction for damage to or loss of goods expressly to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.

(d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.

(e) Any other deduction which the Central Government may from time to time allow.

(ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

Note :- An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-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 front 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 contract in Form XIII of the CL (R&A) Central Rules 1971.

(ii) The contractor shall maintain a **Master Roll** register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971.

(iii) The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971.

(iv) **Register of accident** – The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

a) Full particulars of the labourers who met with accident.

b) Rate of Wages.

c) Sex.

d) Age.

e) Nature of accident and cause of accident.

f) Time and date of accident.

g) Date and time when admitted in Hospital.

h) Date of discharge from the Hospital.

i) Period of treatment and result of treatment.

j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.

k) Claim required to be paid under Workmen's Compensation Act.

l) Date of payment of compensation.

m) Amount paid with details of the person to whom the same was paid.

n) Authority by whom the compensation was assessed.

o) Remarks.

(v) The contractor shall maintain a **Register Of Fines** in the Form XII of the CL (R&A) Rules 1971.

The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed.

vi) The contractor shall maintain a **Register of deductions for damage** or loss in Form XX of the CL (R&A) Rules 1971.

vii) The contractor shall maintain a **Register Of Advances** in Form XXIII of the CL (R&A) Rules 1971.

viii) The contractor shall maintain a **Register Of Overtime** in Form XXIII of the CL (R&A) Rules 1971.

8. ATTENDANCE CARD-CUM-WAGE SLIP

i) The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him.

ii) The card shall be valid for each wage period.

iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.

iv) The card shall remain in possession of the worker during the wage period under reference.

v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.

vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

9. EMPLOYMENT CARD

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

10. SERVICE CERTIFICATE

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

11. PRESERVATION OF LABOUR RECORDS

All record 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 Employer or Labour Officer.

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

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

13. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Employer 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 and appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Engineer after the Employer has given his decision on such appeal.

i) The Engineer shall arranges payments to the labour concerned within 45 days from the receipt of the report form the Labour Officer or the Employer as the case may be.

14. APPEAL AGAINST THE DECESION 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 Employer within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to

the 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 shallbe entitled to be represented in any investigation or enquiry under these regulations by :-

a) An officer of a registered take union of which he is a member.

b) An officer of 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 in employed or by any other workman employed in the industry in which the worker is employed.

ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :-

a) An officer of an association of employers of which he is a member.

b) An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.

c) Where the employers is not a member of any association of employers by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.

iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under theses 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 notices is received or to the Labour Officer or any other person, authorized by the Central Government on his behalf.

17. SUBMISSIONS OF RETURNS

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

18. AMENDMENTS

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

(**Note:** Necessary Formats in which records are to be maintained and returns to be submitted shall be provided by the Employer.)

DPREAMBLE TO BILL OF QUANTITIES

1. The work comprised in the contract generally consists of all Civil, Structural and Sanitary Works etc. complete in all respects as shown in the drawings and as indicated in the Bill of quantities.

2. The bidder shall carefully go through the clauses in the notice invitation to tender, Articles of Agreement, General Conditions of Contract, Technical specification, Bill of Quantities etc. and shall include in his rates any sum that may be considered necessary to cover the various contained therein.

3. The quotation submitted by the bidder should be based on the probable quantities of the several items of work which are furnished for the bidder's convenience in the Bill of Quantities. It must be clearly understood that the Contract is not a lump sum contract and the employer does not in any way assure the bidder or guarantee that the probable quantities are correct or that the work should correspond thereto.

4. The item of work and the unit prices stated in the bill of quantities shall be inclusive of everything necessary to complete the said item of work within the contemplation of the contract and beyond the unit price no extra payment will be allowed for any incidental or contingent work, labour, materials, tools & plant, etc.

5. No change in unit rate will be admissible for any variation in quantities.

6. Bidder shall note that :-

a) All materials and labour required shall have to be provided by the contractor and the cost for which will be deemed to have catered for in the rates quoted.
b) Water for construction purpose and drinking shall have to be arranged by him.
c) Electricity shall have to be arranged by him.
d) The rate quoted by him in bill of quantities shall also include all cost especially those mentioned below :

(i) Transport of constructional plant, personnel, etc., to the site at the start of work and their withdrawal on completion of work.
(ii) Storage of material at site hoisting and lowering to all levels and depths.
(iii) Supplying, transporting to site, unloading, protecting and installation of materials in accordance with the specification.
(iv) Accommodation of the contractor's staff &labourers.
(v) Insurance of materials at site as stipulated in the Conditions.
(vi) Protection of all materials & equipment.

(vii) All contingency expenses that will have to be made to ensure that work do not get stopped due to extraneous reasons.
(viii) Preparation of drawings schedules/reports, fabrication drawings and reports that may be sought for by the Employer/Architect.
(ix) Rates of different items will be applicable for work at all heights and depths.
(x) No separate payment will be made for scaffolding, staging etc. for any item of work and shall be deemed to have been catered for by Contractor.
(xi) All cost towards repairs, rectification and maintenance till handling over shall be included in the rates.

7.0 **SPECIAL NOTES**

Reinforcement Steel exhibiting Superior, Corrosion Resistant Properties (Mentioned in Drawings, Specifications etc.)

The terminology Corrosion Resistant Properties wherever appearing in the drawings and specification imply reinforcement steel possessing corrosion resistant characteristics better that normal Cold Twisted Bars and should have been manufactured using thermo-mechanical treatment techniques.

For larger diameter, Contractor has to take steps as far as practicable to ensure that the reinforcement steel before concreting, is free of rust and other deleterious materials.

8.0 For a particular item of work, wherever the BOQ is in variance with or contradictory to whatever is stated in the Technical specifications will generally be given precedence. However, the Tenderer is to bring to the notice of Employer such instances, before he submits his offer to enable the Employer to supply to the Tenderer necessary clarifications.

9.0 Rates shall be quoted in both figures and in words in clear and legible writing. No overwriting is allowed. All scoring and cancellation should be countersigned by the Contractor.

10.0 The value of the contract may vary to the extent of -20% to +10% and bidder's quoted price against various individual items of work shall remain firm as long as the total price of contract is within the said limit. Quantity of items may vary as per the need of maintenance work and the discretion of Engineer –in- Charge. The Contractor is liable to execute such work till the bill amount is within the contract value (+10%).

11.0 Alternative items mentioned in the BOQ as 'Rate Only', may replace original items during tender evaluation. Tenderer should quote his rates accordingly for all Rate Only' Items. The decision of the Employer in this regard is final.

12.0 Rates quoted or any work shall generally be applicable for work at any heights and or technical specifications. The Contractor has also to take into cognizance/consideration all costs that will have to be incurred for constructing rigid platforms, scaffolding, hoisting/lowering mechanisms etc.

NATIONAL INSTITUTE OF TECHNOLOGY

DURGAPUR

NAME OF THE WORK:

Annual Maintenance Contract (ELECTRICAL) FOR THE ENTIRE ESTATE i.e. QUARTERS,ADMINISTRATIVE BUILDINGS,GUEST HOUSES,ACADEMIC BLOCK,DEPARTMENTS OTHER THAN IN ACADEMIC BLDGS,HOSTELS, WORKSHOPS, ACADEMIC BUILDING,MARKET COMPLEX AND ADJOINING AREAS IN THE CAMPUS

ESTIMATED VALUE : Rs.50 Lacs (Rs. Fifty lacs only)

EARNEST MONEY DEPOSIT : 2.5%(=Rs.1.25 lacs only)

NATIONAL INSTITUTE OF TECHNOLOGY

DURGAPUR

SPECIAL TERMS &CONDITIONS

1. The person / persons, whose tender(s) may be accepted shall permit the NIT at the time of making any payment to him for work done under the contract to deduct such sum as along with the sum already deposited as Earnest Money will amount @ 10% of the ordered value as Security Deposit.

2. The defect liability period for the Work is 1 (one) year from the date of completion. For roof treatment it shall be 4 years from the date of completion of such treatment/its bill released date.

3. By-monthly running bill may be submitted by the contractor along with the detailed progress report and describing the reasons for delay, if any also the revised activity schedule be submitted. Details of labour payment made, copy of labourlicence / registration number etc., materials consumption statement etc. are also to be submitted along with Earth R.A. bills. All Taxes & duties as stipulated by Govt. of India will be recovered from the bills.

4. Secured advance on non-perishable materials or any other advance may not be paid to the contractor if the Engineer – in – charge desires so.

5. If the contractor fails to maintain the required progress to complete the work and clear the site on or before the contract or the extended time of completion, he shall without any other right or remedy available on of such breach, pay as agreed compensation at the rates stipulated below or such smaller amount as the engineer – in – charge may decide on the amount of tendered value of the work for every completed day / week as

applicable that the progress remains below that specified time or that the work remains incomplete.

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

i) Completion period not exceeding 90 days :Clause 8.2.

ii) Completion period exceeding 90 days : @ 0.1% per day provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of the work or the tendered value of the item or group of items of work for which separate period of completion is originally given.

The amount of compensation may be adjusted or set off against any sum payable to the contractor. However, the Engineer-in-charge exercises full powers to decide the quantum of compensation recoverable from the contractors.

6.0 Testing of materials to be made from the laboratory of C.E. Department of N.I.T, Durgapur, when the Engineer-in-Charge or any of his representatives desires so and the cost for the testing will be borne by the contractor.

7.0 Cube test results (tested at any national test house of repute) for all concrete works are to be furnished to N.I.T. by the contractor.

8.0 The contractor will also abide by all the rules and regulations regarding labour law and also be fully responsible for all actions by him.

9.0 In the case of any class of work for which there is no such specification, such work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

In any item description, the material(s) mentioned, may be changed or altered with equivalent material as desired by the Engineer-in-charge.

10.0 Cement is to be procured by the Contractor after the approval of the Engineer-in-charge. Testing is to be carried out at Civil Engineering Departmental Lab. at N.I.T, Durgapur. Testing charges to be borne by the Contractor.

11.0 The work shall be carried out as per National Code, CPWD, PWD (WB), PHE (WB) Specifications as applicable.

12.0 It shall be imperative on each bidder to acquaint and be apprised of all local conditions and factors prevailing in the campus in general which may have any effect execution of work covered under the scope of the work as per bid document. In their own interest, the bidders are requested to familiarize themselves with the provisions of Income Tax Act, other related acts & laws governing the contract, with their up to date amendments and also adhere to court directives and other State & Central Government acts on labour etc. N.I.T, Durgapur, shall not entertain any request for clarification from the bidders in this regard .

13.0 Institute has the right to reject the Tender for not satisfying the technical bid and other reasons as deemed fit.

14.0 ONLY NEW SHUTTERING materials will be permitted to use for the first time.

15.0 **NO** Escalation in rates on any materials/items is permissible on any ground.

16.0 For the works to be executed in the Girls Hall of residence, utmost care must be taken by the contractor to avoid any untoward incidents.

17.0 Tender for maintenance work is based on the tentative items and quantities of work. All the items of work may or may not be executed and correspondingly the total fund amount is also liable to increase or decrease during the progress of work.

18.0 The agency shall have a sufficient stock of all the regular as well as emergency materials, tools and tackles in their site store office for undertaking any urgent work at any odd hour. The stock and the quality of the materials may be inspected as and when deemed fit by the E.I.C.

19.0 The supervisors and electricians to be deployed by the agency for execution of the works should possess valid and appropriate license.

20.0 One Graduate/Diploma engineer for both civil and electrical works should be deployed regularly to coordinate with the Maintenance Department of the Institute in connection with the assigned works. He has to collect the complaints/reports and submit the day's program of work and with the details of the previous day's works on regular basis.

21.0 If any item is not there in the B.O.Q. the same may be incorporated from CPWD SOR. If the item is not there in the CPWD SOR the same can be incorporated from PWD (WB)/PHE (WB) S.O.R.

22.0 It is a two bids contract 1) Technical Bid (TB) and 2) Price Bid (PB). The Technical Bid must be satisfied before opening the Price Bid of any eligible bidder.

EVALUATION SYSTEM:

Both the bids of eligible bidders(TB & PB) will be evaluated independentlyto select the successful bidder.

22 (a) VOID

22 (b). The TB and PB will be put in separate sealed envelopes marked as 'TECHNICAL BID FOR ANNUAL MAINTENANCE of NITDGP' and 'PRICE BID FOR ANNUAL MAINTENANCE of NITDGP'. Both the envelopes shall carry the name and addresses of the bidder. The two envelopes shell be put together in a 3rd bigger sealed envelope marked as ' BID FOR ANNUAL MAINTENANCE OF NITDGP', and carry the name and addresses of the bidder. The outer cover of the bids to be submitted shall be clearly marked with Tender Number, Date and time of opening, Name of the tender for which bid is submitted, full address of the addressee, name and full address of the bidder. It will contain the envelopes of Part-A and Part-B

22 (c). The Technical Bid (TB) shall contain the followings:

i) EARNEST MONEY = 2.5% OF THE ESTIMATED VALUE OF THE PROJECT, either in DD on any Nationalized Bank or Bank Guaranteeon any Nationalized Bank. For small scale industries with certificate from NSIC/MSMEthe deposition of Earnest

Money is Exempted. But there is **No**preference / exemption on Bid value and Security Deposit (Cl. 3.2). EMD will be retained till the finalization of successful bidder.

ii) The bidders shall have to fulfill the criteria of satisfactory execution of works as given below :

(a) Three (3) similar works, each of value not less than 40% of the estimated cost put to tender, or

(b) Two (2) similar works,each of value not less than 60% of the estimated cost, or

(iii) One (1) similar work of value not less than 80% of the estimated cost, allabove amounts rounded off to a convenient full figure of nearest Rs. 10, in the last 7 years ending on the last day of the month previous to the one in which the tenders are invited, in any Govt./Semi Govt./Quasi Govt./Autonomous bodies.

If any bidder applies for both works i.e. Civil and Electrical he/she should submit separate Credentials for each of the work.

iii) Bank Solvency certificate = 20% of the Estimated Value. If a bidder applies for both Civil and Electrical separate solvency for them to be submitted.

iv) All valid licenses namely Trade License, ESI, EPF, VAT etc. whichever is applicable.

v)For electrical works Valid Electrical License.

vi) Latest IT returns, Voter I.D., Addhar Card.

vii) The Cost of the Tender Document is Rs. 500/- (Rupees Five Hundred only) / Rs.1000/-(Rupees one thousand only) as mentioned in the N.I.T.to be submitted in Technical Bid as DD. NSIC/MSME firms are exempted from depositing this price.

22 (d) VOID

22 (e) VOID

22(f) **The Financial Bid(FB)**

The Financial Bid will be opened if the Technical Bid is satisfied as stated in clause 22(c). The Lowest Bidder (L1)will be adjudged as the successful bidder.

22 (g) VOID

22 (h) VOID

22 (f) If more than one bidder become 'L1' than the work will be distributed to those successfulbidders.

22 (g) **<u>The BOQ is the integral part of the tender document</u>**

22 (h) The rates of item are to be put both in words and numerical. Any discrepancy if noted then the minimum of the two will be considered. The rates are be considered firm and no escalation will be considered during the tenure of the work.

22(i) If the sum total during checking appears erroneous than the corrected value shall be considered for evaluation.

22 (j) All pages of the Tender Document (i.e**GENERAL TENDER DOCUMENT CONTAINING GENERAL CONDITIONS OF CONTRACT , LABOUR LAWS , SAFETY CODES, OTHER REQUISITES, and SPECIAL TERMS AND CONDITIONS <u>as well as BOQ</u>)** are to be signed with date and stamp of the company.

23

a) The conventional Measurement Books shall be replaced by a bound volume of computerized measurements to be furnished by the contractor, duly machine numbered for the pages, and with an MB number given by the Office. The pages of these Measurement Books shall be of A-4 size. The contractor shall submit his running and final bills in a computerized form in the same format as the existing conventional bills, with all the pages machine numbered, and hard bound, and with all the entries made as per the existing procedure. The contractor shall submit as many copies of the computerized bills as may be required for the purpose of reference and record in the various offices of the department. The bill shall be carried forward from the previous running account bill as per the existing procedure. These computerized bills shall be processed for payment, as per the existing procedure.

b) The quantities mentioned in the B.O.Q.are as close as possible to the reality.However as the maintenance workis unforeseen in nature its quantities may change as per requirement. Further due to the same reason some items may not be executed. Due to requirement of work extra items work may be required for execution which will be directly paid as per PWD/CPWD/PHE rates with the amendments thereto issued up to the date of receipt of the bid.

c) Typographical errors, if any, regarding description of items will be corrected as per C.P.W.D./P.W.D./P.H.E. schedules even after the contract is finalized.

24

A. The agency has to maintain a site office in the Institute campus with proper and adequate manning and mobile phone facilities round the clock every day during the tenure of the contract, So that they can be called upon to undertake any work at any time.
B. The agency shall have a sufficient stock of all the regular as well as emergency materials, tools and tackles in their site store office for undertaking any urgent work at any odd hour. The stock and the quality of the materials may be inspected as and when deemed fit by the E.I.C.

C. All the old materials collected from the respective work sites must be deposited to the specified site as their own cost on regular basis.

D. The respective sites where the works will be executed will be cleaned and made ready as per original condition. The garbage generated during working should not be dumped in the surrounding areas. Special care to be taken so as not to cause any blockage of water supply and sewer lines etc. Non compliance will lead to imposition of stringent financial penalty.

E. After completion of work , all works are to be certified from the respective persons from whom complaints/requisitions have come and are to be submitted along with the bills failing which bills will not be processed for payment.

F. There are mainly three areas of work in the Institute campus namely (i) hostels, (ii) staff quarters, (iii) instructional buildings/administrative buildings/Guest house. The agency should deploy one sufficiently experienced engineer each for these three areas of work as authorized representatives to coordinate with the Maintenance Department of the Institute in connection with the assigned works They have to submit the day's program of work and with the details of the previous days works on regular basis.

G. Bidders are advised to make clear any clarification on the tender documents what-so-ever before submitting the bids. After the works is awarded by the Institute to the successful Bidder(s) the decision of the Institute is final on any points of ambiguity over the works.

CHECK LIST

1. All valid licenses namely Trade License, ESI, EPF, VAT etc. whichever is applicable.

2. Bank Solvency certificate = 20% of the Estimated Value. If a bidder applies for both Civil and Electrical separate solvency for them to be submitted.

3. If any bidder applies for both works i.e. Civil and Electrical he/she should submit separate Credentials for each of the work.

4. For electrical works Valid Electrical License.

5. Latest IT returns, Voter I.D., Addhar Card.

6. The Cost of the Tender Document is Rs. 500/- (Rupees Five Hundred only) /Rs.1000/- as mentioned in the N.I.T. which is to be submitted in Technical Bid as DD. NSIC/MSME firms are exempted from depositing this price.

7. Two separate sealed envelopes one for Technical Bid and the other for the Price Bid

8. A bigger envelopes for keeping the two envelopes stated in 7

9. All pages of Tender Document, BOQ, Special Terms and Conditions etc. to be signed with seal.

SAMPLE AGREEMENT FORM

This agreement made the day of 20-- between the National Institute of Technology, Durgapur (hereinafter called the employer) of one part and _____(Name and address of contractor) in the state of _____(District) (hereinafter called the contractor of the other part. Whereas the employer is desirous that certain work should be constructed viz._____ (Name of work), and has accepted a tender by the contractor for the construction , completion and maintenance of such works. Now this agreement witnesseth as follows:

1) In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.

2) The following documents shall be deemed to form and be read , construed as part of this agreement, viz:-

a) The said tender
b) Invitation to tender
c) Instructions to tenderers
d) General conditions of contract
e) Special conditions of contract
f) Specifications
g) Tender schedule showing the approximate quantities , quoted rate and amount against each item
h) Period of contract
i) Work Order (No.: _____).

3) In consideration of the payments to be made by the Employer to the contractor hereby covenants with the Employer to construct , complete and maintain the works in conformity in all respects with the provisions of the contract.

4) The Employer hereby covenants to pay the contractor in consideration , of the construction, completion and maintenance of the works the contract price at the times and in the manner prescribe by the contract.

In witness of the parties hereto have caused their respective common seals to be hereunto affixed (or to have set their respective hands and seals) the day and the year first above written.

The common seal of REGISTRAR, National Institute of Technology, Durgapur-9 was hereunto affixed in the presence of:

Signed, sealed and delivered by the said CONTRACTOR in the presence of:

Dated Signature of contractor
In the capacity of
On behalf of

Dated signature of the Employer
Designation