

TENDER DOCUMENT

FOR

RENOVATION OF GUEST HOUSE IN NIB
CAMPUS NOIDA.

VOLUME -II

GENERAL CONDITIONS OF CONTRACT
(GCC)

Tender No: 02/NIB/2017-18/ Engg. (C/E)

APRIL - 2017



NATIONAL INSTITUTE OF BIOLOGICALS

(Ministry of Health & Family Welfare)

Plot No. A-32, SECTOR- 62 (Near NH-24),
NOIDA – 201 309 (U.P)

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INTEGRITY PACT

To,

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

Sub: NIT No. 02/NIB/2017-18/ Engg. (C/E) for the Renovation of Guest House at NIB Noida

Dear Sir,

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

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

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

Yours faithfully
(For Director, NIB)

INTEGRITY PACT

To,
Director,
National Institute of Biologicals,
A-32, Sector-62, Noida.

Sub: NIT No. 02/NIB/2017-18/ Engg. (C/E) for the Renovation of Guest House at NIB Noida

Dear Sir,

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

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

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

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

Yours faithfully

(Duly authorized signatory of Bidder)

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 2017

BETWEEN

Director, NIB,(Hereinafter referred as the ‘**Principal/Owner**’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

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

Preamble

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

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

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

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

Article 1: Commitment of the Principal/Owner

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

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

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

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

Article 3: Consequences of Breach

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

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

Article 4: Previous Transgression

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

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

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

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CPWD.

Article 7- Other Provisions

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

taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

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

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

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

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

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:

Dated:

Section-1

CONDITIONS OF CONTRACT

Definitions:

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the NIB, Noida and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by NIB or their authorized representative and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
 - i) The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii) Accepting Authority shall mean the authority mentioned in **Schedule 'F'**.
 - iii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - iv) **Department means:** The National Institute of Biologicals, (Ministry of Health and Family Welfare Govt. of India), Plot No. A-32, Sector -62, Near NH-24, Noida - 201 309, as specified in Schedule 'F'.
 - v) Executing agency National Institute of Biologicals.
 - vi) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.
 - vii) The Engineer/ Engineer-in-charge means the Engineers as mentioned in Schedule 'F' hereunder authorized by the Department, who shall supervise and be in-charge of the respective trade/ work.

- viii) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Owner of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to faulty design of works.
- ix) The Government or Government of India shall mean the President of India representative by officials of Department.
- x) **Market Rate** shall be the rate as decided by NIB on the basis of the cost of materials including cartage and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits. The labour co-efficient and material co-efficient shall in accordance with the provisions, as available in CPWD Analysis of Rates for Delhi-2016. For items not available in CPWD Analysis of Rates actual site observations shall be made by contractor in presence of NIB, for labour, materials and sundries, etc. thus market rate for item will be analyzed accordingly.
- xi) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.
- xii) The **Site** shall mean the land/building/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.
- xiii) **Tendered value** means the value of the entire work as stipulated in the letter of award/Work Order.

Scope and Performance:

1. 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.
2. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
3. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out:

4. 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 (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position including works at all heights, leads, patterns and designs and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of Tender:

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

Discrepancies and Adjustment of Errors:

6. The several documents forming the contract are to be taken as mutually explanatory of one another.
- 6.1 In the case of discrepancy between the Schedule of Quantities, the Specifications the following order of preference shall be observed:-

- i) Description of nomenclature of items of Schedule of Quantities.
 - ii) Particular Specifications and special Condition, if any
 - iii) C.P.W.D. Specifications
 - iv) Indian Standard Specifications of Bureau of Indian Standard.
- 6.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 6.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or relieve the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Signing of Contract:

7. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract together with any correspondence leading thereto:

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

Section-2

CLAUSES OF CONTRACT

Clause-1:

Performance Guarantee:

- i) The contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/ or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issuance of letter of intent. This guarantee shall be in the shape of Demand Draft/Pay Order drawn in favour of the *National Institute of Biologicals*, payable at *Noida* and issued by any Scheduled Bank or in shape of Bank Guarantee bond of any Nationalized Bank in accordance with the form annexed hereto. In case Demand Draft/Pay Order/ Bank Guarantees is furnished by the contractor to the NIB as part of the performance guarantee and the Bank is unable to make payment against the said Demand Draft/Pay Order/Bank Guarantees, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to NIB to make good the deficit.
- ii) A letter of Award shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and in case the contractor's failure to furnish the performance guarantee within the specified period , NIB shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.
- iii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 (Sixty) days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the Performance Guarantee shall be returned to the contractor, without any interest.
- iv) NIB shall not make a claim under the performance guarantee except for amounts to which NIB is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - a. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event NIB may claim the full amount of the Performance Guarantee.

- b. Failure by the contractor to pay NIB any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the agreement, within 30 days of the service of notice to this effect by NIB.
- v) In the event of the contract being determined or rescinded under provisions of any of the clause/condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of NIB.

CLAUSE-1, A:

Recovery of Security Deposit:

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit NIB at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the up-to-date amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by NIB by way of Security Deposit unless he/ they has /have deposited the amount of Security at the rate mentioned above in the shape of Demand Draft/Pay Order drawn in favour of National Institute of Biologicals payable at Noida/ Delhi and issued by any Scheduled Bank. In case Demand Draft/Pay Order/Bank Guarantee is furnished by the contractor to NIB as part of the security deposit and the Bank is unable to make payment against the said Demand Draft/Pay Order/Bank Guarantee, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to NIB to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, said security deposit or from any sums which may be due to or may become due to the contractor by NIB on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions, the contractor shall within 10 days make good in the shape of Demand Draft/Pay Order drawn in favour of National Institute of Biologicals payable at Noida/ Delhi and issued by any Scheduled Bank.

The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money if deposited in cash or in the shape of Demand Draft/ Pay Order drawn in favour of National Institute of Biologicals payable at Noida/ Delhi and issued by any Scheduled Bank or in the shape of irrevocable Bank Guarantee bond of any Nationalized Bank in accordance with form prescribed, at the time of tenders will be treated a part of the Security Deposit.

The Security Deposit shall not bear any interest.

**CLAUSE -2:
Compensation for Delay:**

If the contractor fails to maintain the required progress in terms of Clause 5 of Clauses of Contract or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the NIB on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the NIB (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/ month (as applicable) that the progress remains below that specified in Clause 5 of Clauses of Contract or that the work remains incomplete.

Compensation for delay of work	@ 1.0 % per week or part thereof, delay to be computed on per day basis.
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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 work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

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

**CLAUSE-2A
Incentive for Early Completion:**

-DELETED-

**CLAUSE -3:
When Contract Can Be Determined:**

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

- i) If the contractor having been given by NIB 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 unworkmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

- ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of NIB (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the NIB.
- iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by NIB.
- iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by NIB.
- v) If the contractor shall offer or give or agree to give any person in NIB service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for NIB.
- vi) If the contractor shall enter into a contract with NIB 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 term of payment thereof have been previously disclosed in writing to NIB.
- vii) If the contractor shall obtain a contract with NIB as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- ix) If the contractor being a Company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle

the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

- x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not be incorporated in the work, shall not be deemed to be subletting) or otherwise parts or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approvals of NIB.

When the contractor has made himself liable for action under any of the cases aforesaid, NIB on behalf of ~~the Owner~~ shall have powers:

- a) To determine or rescind the contract as aforesaid (of which termination notice in writing to the contractor under the hand of Dy. Director (Admn.) shall be conclusive evidence). Upon such determination the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of NIB.
- b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined 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 NIB, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until NIB has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE-3A:

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the

Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

CLAUSE 4:

Contractor liable to pay Compensation even if action not taken under Clause 3:

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

CLAUSE-5:

Time and Extension for Delay:

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

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

PROGRAM CHART:

The contractor shall prepare an integrated programme chart in MS Project/ Primavera Software for the execution of work showing clearly all activities from start of the work to completion, with details of manpower, equipment and machinery required for the fulfillment of the programme within the stipulated period of earlier and submit the same for approval to NIB within 10 days of issue of LOA.

5.2 **If the work(s) be delayed by:-**

- i) force majeure, or
- ii) abnormally bad weather, or
- iii) serious loss or damage by fire, or
- iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- v) delay on the part of other contractors or tradesmen engaged by NIB in executing work not forming part of the Contract, or
- vi) any other cause which, in the absolute discretion of the authority mentioned in Schedule 'F' is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the NIB 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 NIB to proceed with the works.

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

- 5.4 If any such case the authority mentioned in Schedule 'F' may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension shall be communicated to the Contractor by the NIB in writing, within 2 (Two) weeks 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 NIB and this shall be binding on the contractor.

CLAUSE- 6:

Measurement of Work Done:

NIB Engineers 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 NIB or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the NIB 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 NIB or his representative, NIB shall not entertain any claim from contractor for any loss or damages on this account.

If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by NIB or his representative shall be deemed to be accepted by the Contractor.

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

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set

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

The contractor shall give not less than 3 (Three) days' notice to NIB before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of NIB, who shall within the aforesaid period of 3 (Three) days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or NIB 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 the materials with which the same was executed.

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

CLAUSE- 6A:
Computerized Measurement Book:

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

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

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

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

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

The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record of NIB.

The contractor shall also submit to NIB separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this will be processed by the NIB and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charges, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by NIB or his representatives.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian

Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than 3 (Three) days' notice to NIB before covering up or otherwise placing beyond the reach of checking and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurements and shall not cover up and place beyond reach of measurement any work without consent in writing of NIB who shall within the aforesaid period of 3 (Three) days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or NIB consent being obtained in writing the same shall be uncovered at the Contractor's expenses, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

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

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE-7:

Payment on Intermediate Certificate to be regarded as Advances:

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 NIB in triplicate on or before the date of every month fixed for the same by NIB. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. NIB 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, NIB 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 NIB certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by NIB. The amount admissible shall be paid by Fifteen (15) working days after the day of presentation of the bill by the Contractor to NIB together with the account of the dismantled materials, if any.

All such interim payments shall be regarded as payment by way of advances final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the NIB 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 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 NIB 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 NIB 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.

a) NIB, on request of the contractor, whose decision shall be final and binding, may release an amount up to 75% of the amount of initial scrutiny as far as admissible within 15 days of the receipt of contractors running account bill.

The balance amount of the bill shall be released within 10 days of the release of initial scrutiny amount.

b) The gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment shall continue to be Rs. 20.00 lakhs as stipulated in Clause-7, Schedule : F, Volume-I of the tender document, without any change.

c) Interest on account of delay in payments by NIB, if any, is not payable to the contractor.

CLAUSE - 7 A:

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

Payments in composite Contracts:

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

In case main contractor fails to make the payment to the contractor associated by within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Engineer in charge of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in-charge of major or minor component from the next R/A/ final bill due to main contractor as the case may be.

CLAUSE -8:

Completion Certificate and Completion Plans:

Within seven days of the completion of the work, the contractor shall give notice of such completion to NIB and within seven days of the receipt of such notice NIB shall inspect the work and if there is no defect in the work shall premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by NIB. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the NIB may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE - 8 A:

Contractor to Keep Site Clean:

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

CLAUSE - 8 B:**Completion Plans to be submitted by the Contractor:**

The contractor shall submit a set of completion plan/ drawings along with tracing, showing the following:

- i) The layout of piping Network laid by the Contractor.
- ii) The layout of Floor Finishes laid by the Contractor.
- iii) The layout of all electrical conduits and cabling.
- iv) Earthing system.
- v) LAN/WAN, Telephone lines.
- iv) Electrical Power system.

The completion drawing should comply with General Specifications for Electrical Works: Part-I (Internal) 2005; Part-II (External) 1994; Part-III (Lifts & Escalators) 2003; Part-IV (Sub-stations) 2007; Part-V (Wet Riser & Sprinkler System) 2006; Part-VII (DG sets) 2006; relevant Indian Standard Code of Practice for Fire Safety and Indian Electricity Rules 1956, & as per bye-laws laid down by local Electricity Department and Indian Electricity Act-1910 *as amended upto date* as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs. 15,000/- (Rupees fifteen thousand) as may be fixed by the NIB and in this respect the decision of the NIB shall be final and binding on the contractor.

CLAUSE -9:**Payment of Final Bill:**

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within one month of physical completion of the work or within 21 days of the date of the final certificate of completion furnished by the NIB whichever is earlier. No further claims shall be made by the contractor after

submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by NIB, will, as far as possible be made within a period of one month, the period being reckoned from the date of receipt of the bill by the NIB complete with accounts of dismantle materials, if any.

- i) If the Tendered value of work is upto Rs.15 lakhs : 3 Months
- ii) If the Tendered value of work exceeds Rs. 15 lakhs: 6 Months

CLAUSE 9 A:

Payment of Contractor's Bill to Banks:

Payments due to the contractor will be made to his bank through NEFT/RTGS instead of direct to him provided that the contractor furnishes to the NIB (i) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payments and (ii) his own acceptance of the correctness of the amount made out as being due to him by NIB or his signature on the bill or other claim preferred against NIB before settlement by the NIB of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor shall wherever possible present his bills duly receipted and discharged through his bankers.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-a-vis the NIB.

CLAUSE 10:

Materials supplied by NIB:

-DELETED-

CLAUSE 10 A:

Material to be provided by the Contractor:

The contractor shall, at his own expense, provide all materials, required for the works.

The contractor shall, at his own expense and without delay, supply to NIB 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 NIB furnish proof, to the satisfaction of NIB that the materials so

comply. The NIB shall within Seven 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 NIB 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 NIB shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analysed 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 NIB. 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, NIB may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the NIB and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The NIB 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.

NIB 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 NIB shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The NIB shall also have full powers to require other proper materials to be substituted thereof and in case of default the NIB may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

CLAUSE -10 B:

Secured Advance on Nonperishable Materials:

-DELETED-

Mobilization Advance:

-DELETED-

Plant, Machinery & Shuttering Material Advance:

-DELETED-

Interest & Recovery:

-DELETED-

CLAUSE 10 C:

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

-DELETED-

Clause 10 CA:

Payment due to variation in prices of materials after receipt of tender:

-DELETED-

CLAUSE 10 (CC):

Payment due to Increase/ Decrease in Prices/ Wages (excluding materials covered Under clause 10CA) after Receipt of Tender for Works:

-DELETED-

CLAUSE -10 D:

Dismantled Material NIB/ Government Property:

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

CLAUSE -11:

Work to be executed in Accordance with Specification and 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 assigned by NIB and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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

CLAUSE -12:**Deviations/ Variations Extent and Pricing:**

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

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

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

12.1.1 Rates for such altered, additional or substituted work shall be determined by the NIB as follows:

- i) If the rate for altered, additional or substituted item of work is specified in the Schedule of Quantities, the contractor shall carry out the altered, additional or substituted items at the same rate. In the case of composite tenders, where two or more Schedule of Quantities may form part of the contract, the applicable rate shall be taken from the Schedule of Quantities

of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other Schedules of Quantities.

- ii) If, the rate for any altered, additional or substituted item of work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedule of quantities form part of the contract, the rate shall be derived from the nearest similar item in the Schedule of Quantities of the particular part of works in which the deviation is involved failing that from the lowest of the nearest similar items in other Schedule of Quantities.
- iii) If the rate for altered, additional or substituted item of work cannot be determined in the manner specified in sub-para (i) and (ii) above, then such item of works shall be carried out at the rate entered in Schedule of Rates mentioned in **Schedule 'F'** plus/minus the percentage by which the tendered amount of the works actually awarded is higher or lower than the corresponding estimated amount of the works actually awarded.
- iv) If, the rate for any altered, additional or substitute item of work cannot be determined in the manner specified in sub para (i) to (iii) above, then the rate for such item of work shall be derived from the Schedule of Rates specified in sub-para (iii) above plus/minus the percentage mentioned in that sub-para. In the case of materials issued by the NIB, issue rates of materials with storage charges recovered, enhanced, by two and half percent for profits and overheads shall be adopted in place of schedule of rates plus percentage specified in sub-para (iii). Provided always that if rate(s) for part(s) of the item(s) are not available in the Schedule of Rates specified above, rate for part(s) of such Items shall be determined on the basis of market rate(s) prevailing during the fortnight following the date of the order plus profit and overheads as mentioned in Schedule 'F'.
- iii) If, the rate for any altered, additional or substituted Item of work cannot be determined in the manner specified in sub-para (i) to (iv) above, the contractor shall, within 7 days of the date of receipt of the order to carry out the said work, inform NIB of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and NIB shall, within one month thereafter, after giving due consideration to the rate claimed by the contractor, determine the rate on the basis of market rate(s).

In the event of the contractor failing to inform the NIB within the stipulated period of time, the rate which he proposes to claim and the rate for such item shall be determined by NIB Engineers on the basis of market rate(s).

- vi (A) Except in case of items relating to foundations as it exists at the time of commencement of work {see vi B) below}, provisions contained in sub clauses (i) to (v) above shall not apply to contract, altered or substituted items as individually exceed the deviation limit specified in schedule 'F' subject to the following:
- (a) Deviation limit shall apply to individual Items.
 - (b) The value of additions of items, of any individual trade not already included in the contract, shall not exceed 10% of the Tendered value of work, subject to overall deviation limit as provided in vi A) above.

Provided further that in case where the original item is substituted, the Substituted Item shall be deemed to have replaced the original item in the contract itself to that extent and above provisions pertaining to the deviations shall apply with respect to such Substituted Item and not the original item.

NOTE: Individual trade means the Sub-heads into which the schedule of quantities as provided in the contract has been divided and in the absence of any such provision in the contract sub-heads as given in the schedule of rates.

- 12.2. In the case of contract items, substituted items, contract cum substituted items or additional items which exceed the limits laid down in sub para (vi) of condition 12.1.2 above, the contractor may within 15 (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 of those derived in accordance with the provisions of sub-para (i) to (iv) of condition 12.1.2 by more than five percent, the NIB shall within 15 (fifteen) days 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 if the rates so determined exceed the rates specified in the schedule of quantities or those derived in accordance with the provisions of sub paras (i) to (iv) of condition 12.1.2 by more than 5 (five) percent, the contractor shall be paid in accordance with the rates so determined. In the event of the contractor failing to claim revision of rates within the stipulated period, or if, the rates determined by the NIB within the period of 15 (fifteen) days of receipt of the claims supported by analysis are within 5(five) per cent of the rates specified in the schedule of quantities or of those determined in accordance with the provisions of sub para (i)

- to (iv) of condition 12.1.2, the NIB shall make payment at the rates as specified in the schedule of quantities or those already determined under sub para (i) to (iv) of condition 12.1.2 for the quantities in excess of the limits laid down in sub para (vi) of condition 12.1.2.
- 12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in sub para (vi) of condition 12.1.2 provided that such decrease is more than 5(five) percent of rates specified in the schedule of quantities or of those derived in accordance with the provisions of sub para (i) to (iv) of condition 12.1.2 and the NIB shall after giving **notice to the contractor within one month of receipt of order by the contractor or occurrence of the excess and after taking into consideration any reply received from him within 15(fifteen) days of receipt of the notice revise the rates for the work in question within one month of expiry of the said period of 15 (fifteen) days having regard to the market rates.**
- 12.4 The contractor shall send to NIB once every one month an upto 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 NIB which he has executed during the preceding month failing which the contractor shall be deemed to have waived his right. However, NIB may authorize consideration of such claims on merits.
- 12.5 For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless & otherwise defined in the contractor:
- Deleted-
- 12.6 Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of Quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE -13:**Foreclosure of Contract due to Abandonment or Reduction in Scope of Work:**

If, at any time after acceptance of the tender NIB 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, NIB shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The

contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

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

- i) NIB shall have the option to take over contractor's materials or any part there of 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, NIB 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 NIB, cost of such materials as detailed by NIB shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- ii) If, any materials supplied by NIB are rendered surplus, the same except normal wastage shall be returned by the contractor to NIB at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to NIB's stores, if so required by NIB, shall be paid.

CLAUSE -14:

Carrying out part work at risk & cost of contractor:

If contractor:

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

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

- a) Take possession of the site and any materials, constructional plant, implements, stores, etc. thereon; and/or
- b) Carry out the part work/part incomplete work of any item (s) by any means at the risk and cost of the contractor.

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

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if, it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of NIB as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor.

Provided also that if, the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

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

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

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

CLAUSE -15:

Suspension of work:

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

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

- ii) If, the suspension is ordered for reasons (b) and (c) in sub-para (i) above.
 - a) The contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
 - b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds 30 (thirty) days, the contractor shall, in addition, be entitled to such compensation as NIB may consider reasonable in respect of salaries and /or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details to the NIB within fifteen days of the expiry of the period of 30 days.

- iii) If, the works or part thereof is suspended on the orders of NIB for more than one month at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on NIB requiring permission within fifteen days from receipt by NIB of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if, he intends to treat the suspension, where it affects only a part of the works as an omission of such part by NIB or where it affects the whole of works, as an abandonment of the works by NIB, shall within 10 days of expiry of such period of 15 days give notice in writing of his intention to NIB. In the event of the contractor treating the suspension as an abandonment of the contract by NIB, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as NIB may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to NIB within 15 days of the expiry of the period of one months.

CLAUSE -15 A:**Compensation in case of Delay of Supply of Material:**

-Deleted-

CLAUSE-16:**Action in case Work not done as per Specifications:**

All works under or in course of execution or executed in pursuance of the contract shall at all-time be open and accessible to the inspection and supervision of NIB, his authorized subordinates in charge of the work and all the superior officers of NIB or authorized representative of NIB, 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 contractors, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.

If it shall appear to NIB or his authorized subordinates in charge of the work or any other officer of NIB or his 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 12 (twelve) months of the completion of the work from the NIB specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the NIB in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under Clause 2 of the Clauses of Contract (for non-completion of the work in time) for this default.

In such case NIB 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 NIB to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE -17:

Contractor Liable for Damages, defects during Maintenance Period:

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, roads, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months after a certificate final or otherwise of its completion shall have been given by the NIB as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default NIB cause the same to be make good by other workman 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 or the proceeds of sale thereof or of a sufficient portion thereof. The Security Deposit of the contractor shall not be refunded before the expiry of 12 (twelve) months 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.

CLAUSE -18:

Contractor to Supply Tools & Plants etc.:

The contractor shall provide at his own cost all materials, machinery, tools & plants. In addition to this appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification 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 NIB as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor 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, NIB at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

CLAUSE -18 A:**Recovery of Compensation paid to Workmen:**

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

CLAUSE -18 B:**Ensuring Payments and Amenities to Workers if Contractor fails:**

In every case in which by virtue of the Provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, NIB is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the Contractor's Labour Regulations, or under the Rules framed by Government from time to time

for the protection of health and sanitary arrangements for workers employed by Contractors, NIB will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the NIB under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, NIB shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by NIB to the contractor whether under this contract or otherwise NIB shall not be bound to contest any claim made against it under sub-section (1) of Section 20, subsection (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the NIB full security for all costs for which NIB might become liable in contesting such claim.

CLAUSE -19:

Labour Laws to be complied by the Contractor:

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

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

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 provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

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

CLAUSE -19 A:

No labour below the age of 14 (fourteen) years shall be employed on the work.

CLAUSE -19 B:

Payment of Wages:

- i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the Contractor's Labour Regulation or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation And Abolition) Central Rules, 1971, wherever applicable.
- ii) The contractor shall, notwithstanding the provision 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 works, 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 unauthorizedly made, maintenance of wage book or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodically 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 NIB shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or nonobservance of the Regulations.
 - b) Under the provisions 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 six days continuous work and pay wages at the same rate as for duty. In the event of default the NIB shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the NIB.
- v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and

Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

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

CLAUSE -19 C:

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 CPWD Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs. 200/- for each default and in addition NIB shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19 D:

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

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to them,

- (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

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

CLAUSE -19 E:

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

CLAUSE -19 F:

Leave and pay during leave shall be regulated as follows:

1. **Leave:**
 - (i) In the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day,
 - (ii) In the case of miscarriage - upto 3 weeks from the date of miscarriage.
2. **Pay:**
 - (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice 'that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
 - (ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.
3. **Conditions for the grant of Maternity Leave:**

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

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

CLAUSE -19 G:

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

Should it appear to the NIB that the contractor(s) is/are not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the NIB shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice.

If, the contractor(s) shall fail within the period specified in the notice to comply with and / observe the said Rules and to provide the amenities to the work- people as aforesaid, the NIB shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s).

No huts and labour accommodation will be permitted in NIB Campus.

CLAUSE -19 H:

The contractor(s) shall at his/their own cost provide rented accommodation to his labour outside NIB Campus.

CLAUSE -19 I:

NIB may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any Un-toward action on the part of such labour. NIB will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service center, to apprise NIB about the same.

CLAUSE -19 J:

-DELETED-

CLAUSE -19 K:

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

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

Employment skilled/ semi-skilled works:

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesman who are qualified and process certificate in particular trade from CPWD Training/ Industrial Training Institute/National Institute of Construction Management and

Research (NICMAR)/National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/certified by State/Central Government. The number of such qualified tradesman shall not be less than 20% of total skilled/ semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesman along with requisite certificate from recognized Institute to NIB for approval. Notwithstanding such approval, If the tradesman are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesman within two days of written notice from NIB. Failure on the part of contractor to obtain approval of NIB or failure to deploy qualified tradesman will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of NIB as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5.00 crores.

**CLAUSE -19 L:
Contribution of EPF and ESI:**

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor.

**CLAUSE -20:
Minimum Wages Act to be complied with:**

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

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

The contract shall not be assigned or sublet without the written approval of the NIB. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of NIB in any way relating

to his office or employment, or if any such officer or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the NIB shall have power to adopt the course specified in Clause 3 of Clauses of Contract hereof in its interest and in the event of such course being adopted the consequences specified in the said Clause 3 of Clauses of Contract shall ensue.

CLAUSE -22:

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

CLAUSE -23:

Changes in firm's Constitution to be intimated:

Where the contractor is a partnership firm, the previous approval in writing of the NIB 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 the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause-21 of Clauses of Contract hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause-21 of Clauses of Contract.

CLAUSE -24:

Directions for execution of Works:

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

CLAUSE -25:

Settlement of Dispute & Arbitration:

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever

in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- i) If, the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by NIB on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 7 days request NIB in writing for written instruction or decision. Thereupon, NIB shall give his written instructions or decision within a period of Two weeks from the receipt of the contractor's letter.

If the NIB fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the NIB, the contractor may, within 15 days of the receipt of the NIB decision, appeal to the Director (NIB) who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Director (NIB) shall give his decision within 15 days of receipt of contractor's appeal. If, the contractor is dissatisfied with this decision, the contractor shall within a period of 15 days from receipt of the decision, give notice to the Director, NIB for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

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

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

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

It is also a term of the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 15 days of receiving the intimation from the NIB that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the NIB shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) *The Jammu & Kashmir Arbitration and Condition Act 1997(35 or 1997) (as the case may be)* or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the Director, NIB and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award. It is also a term of this contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

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

CLAUSE-26:

Contractor to indemnify NIB against Patent Rights:

The contractor shall fully indemnify and keep indemnified NIB against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against NIB in respect of any such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable

to indemnify the NIB 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 NIB in this behalf.

CLAUSE-27:

Lump-sum Provisions in Tender:

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

CLAUSE -28:

Action where no Specifications are specified:

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

CLAUSE -29:

With-holding 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 NIB 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 NIB or the NIB 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 NIB or the NIB 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 NIB or any

contracting person through the NIB pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the NIB will be kept withheld or retained as such by the NIB till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration Clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor.

For the purpose of this Clause, where the contractor is a partnership firm or a limited company, NIB shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

- ii) NIB shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for NIB 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 NIB to the contractor, without any interest thereon whatsoever. Provided that the NIB shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the NIB on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the NIB.

CLAUSE -29 A:

Lien in respect of claims in other Contracts:

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by NIB other against any claim of NIB in respect of payment of a sum of

money arising out of or under any other contract made by the contractor with the NIB.

It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the NIB will be kept withheld or retained as such by the NIB 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 contractors.

CLAUSE -30:

Employment of coal mining or controlled area labour not permissible:

- DELETED-

CLAUSE -31:

Unfiltered water supply:

The contractor shall make his/own arrangement for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions:

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

CLAUSE -31 A:

Departmental Water Supply, if available:

The Water, if available, may be supplied to the contractor by NIB subject to the following conditions:

- i) The water charges @1% shall be recovered on gross amount of work done.
- ii) The contractor (s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.
- iii) The NIB 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 Noida 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.

CLAUSE -32:

Alternative water arrangements:

-DELETED-

CLAUSE -33:

Return of Surplus materials:

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

CLAUSE -34:

Hire of Plant & Machinery:

The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work.

CLAUSE -35:

Conditions relating to use of asphaltic materials:

-DELETED-

CLAUSE -36:

Employment of Technical Staff and employees:

Contractors Superintendence, Supervision, Technical Staff & Employees:

- i) The contractor shall provide all necessary superintendence during execution of the work and as long thereafter as may be necessary for proper

fulfilling of the obligations under the contract. The minimum of technical staff requirement at site is detailed at Schedule-F.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the NIB the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative (s) and their qualifications and experience shall not be lower than specified in Schedule 'F'.

NIB shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative (s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative (s) according to the provisions of this Clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative & other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from NIB 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 NIB Engineer and/ or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the NIB Engineer and shall also note down instructions conveyed by the NIB Engineer or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by NIB Engineer of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the NIB Engineer, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative (s) is/are effectively

appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (nonrefundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the NIB Engineer as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the NIB Engineer shall have full powers 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 along with every on account bill/final bill and shall produce evidence if at any time so required by the NIB.

- ii) The contractor shall preferably organize to get credentials of all the technical representatives proposed to be engaged by them for the assignment be verified.
- iii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

NIB Engineer shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the NIB to be undesirable. Such person shall not be employed again at works site without the written permission of the NIB and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE -37:

Levy/ Taxes payable by Contractor:

- i) Sale Tax/VAT (except Service Tax), Building and other Construction Workers Welfare Cess or any other tax or cess in respect of this contract shall be payable by the contractor and NIB shall not entertain any claim whatsoever in this respect. However, in respect of Service Tax, same shall

be paid by the contactor to the concerned department on demand and it will be reimbursed to him by NIB after satisfying that it has been actually and genuinely paid by the contractor.

- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.
- iii) If, pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government. Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the NIB and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE -38:

Conditions for reimbursement of levy/ taxes if levied after receipt of tenders:

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

CLAUSE -39:

Termination of Contract on death of contractor:

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

CLAUSE -40:

If relative working in NIB then the contractor not allowed to tender:

The contractor shall not participate to tender for works in NIB, in case his near relative is posted in any capacity in NIB's Civil & Electrical Department or as an Executive in any other Division/Department of NIB. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any person posted in any capacity in NIB, Civil & Electrical Department or as an Executive in any other Division/Department of NIB. In case of breach of this condition by the contractor, NIB may in their discretion without prejudice to any other right or remedy available in law cancel this contract and forfeit the said earnest money/ security deposit as aforesaid. If however the contractor is registered in any other Organization/department, he shall be debarred from tendering in NIB for any breach of this condition.

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

CLAUSE -41:

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

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

CLAUSE -42:**Return of material and recovery for excess material issued:**

- i) After completion of the work and also at any intermediate stage in the event of non-reconciliation of materials consumed and in balance, theoretical quantity of materials for use in the work shall be calculated on the basis and method given hereunder:-
 - a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in *Schedule 'F'*. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned Schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the NIB Engineer.
 - a) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorised by NIB, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual diameter wise, section wise and category wise separately.
 - c) For any other material as per actual requirements.
- ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. The differences in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not fully reconciled to the satisfaction of the NIB Engineer within fifteen days of the issue of written notice by the NIB to this effect shall be recovered at the rates specified in Schedule 'F' without prejudice to the provision of the relevant conditions regarding reconciliation of materials governing the contract. Decision of NIB Engineer in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard Schedule of Rates and recovery at rates specified in Schedule 'F', shall be final & binding on the contractor.

For non-scheduled items, the decision of the NIB, regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

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

CLAUSE -43:

Compensation during warlike situations:

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Owner and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the NIB Engineer to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of 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 NIB, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the NIB upto Rs. 5,000=00 by NIB Engineer and by representative of NIB appointment by Director, NIB for a higher amount. The contractor shall be paid for the damages/ destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the NIB regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

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

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

CLAUSE - 44:

Apprentices Act provisions to be complied with:

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

CLAUSE -45:

Release of Security deposit after labour clearance:

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to NIB. NIB, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

Section-3

SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to $1\frac{1}{4}$ horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may

be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6.
 - (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
 - (b) Safety Measures for digging bore holes:-
 - (i). If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
 - (ii). During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work; Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;
 - (iv). After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
 - (v). After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
 - (vi). After the borewell is drilled the entire site should be brought to the ground level.
7. Demolition - Before any demolition work is commenced and also during the progress of the work,
 - (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

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

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

- (b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - (c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
9. An additional clause (viii)(i) of Central Public Works Department Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :
- (i) White lead, sulphate of lead or product containing 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 competent authority of NIB.
 - (viii) NIB 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 equipment 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 winch or give signals to operator.
 - (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - (iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

Section-4

Rules for the Protection of Health and Sanitary Arrangements for Workers Employed by Contractor

1. APPLICATION

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

2. DEFINITION

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

3. FIRST-AID FACILITIES

- (i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- (ii) The first-aid box shall be distinctly marked with a red cross on white background and shall contain 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 equipment's:-
 1. 6 small sterilized dressings.
 2. 3 medium size sterilized dressings.
 3. 3 large size sterilized dressings.
 4. 3 large sterilized burn dressings.
 5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
 6. 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 7. 1 snakebite lancet.
 8. 1 (30 gms.) bottle of potassium permanganate crystals.
 9. 1 pair scissors.
 10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
 11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
 12. Ointment for burns.
 13. A bottle of suitable surgical antiseptic solution.
 - b) For work places in which the number of contract labour exceed 50.

Each first-aid box shall contain the following equipment.

1. 12 small sterilised dressings.
 2. 6 medium size sterilised dressings.
 3. 6 large size sterilised dressings.
 4. 6 large size sterilised burn dressings.
 5. 6 (15 gms.) packets sterilised cotton wool.
 6. 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
 7. 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 8. 1 roll of adhesive plaster.
 9. 1 snake bite lancet.
 10. 1 (30 gms.) bottle of potassium permanganate crystals.
 11. 1 pair scissors.
 12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes / Government of India.
 13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
 14. Ointment for burns.
 15. A bottle of suitable surgical antiseptic solution.
- (iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- (iv) Nothing except the prescribed contents shall be kept in the First-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 hours when the workers are at work.
- (viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.
4. **DRINKING WATER**
- (i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- (ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

- (iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.
- iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES

- (i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- (ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- (iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS

- (i) Latrines shall be provided in every work place on the following scale namely:-
 - (a) Where female are employed, there shall be at least one latrine for every 25 females.
 - (b) Where males are employed, there shall be at least one latrine for every 25 males. Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.
- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- (iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- (iv) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
(b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- (v) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the

number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.

- (vi) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
(b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- (vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- (viii) Disposal of excreta:- Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).
- ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

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

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

8. CRECHES

- (i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a,b & c.

- (ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- (iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- (iv) The contractor shall provide one ayaa to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
- (v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

- (i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- (ii) The canteen shall be maintained by the contractor in an efficient manner.
- (iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- (iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- (v) The floor shall be made of smooth and impervious materials and inside walls shall be lime- washed or colour washed at least once in each year. Provided that the inside walls of the kitchen shall be lime-washed every four months.
- (vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- (vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- (viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- (ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.
- (x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre (10 sft) 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 equipment 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 equipment.
- (xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- (xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.
- (xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:-
 - (a) The rent of land and building.
 - (b) The depreciation and maintenance charges for the building and equipment provided for the canteen.
 - (c) The cost of purchase, repairs and replacement of equipment 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 Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

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

12. **AMENDMENTS**

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

Section-5

Contractor's Labour Regulations

1. SHORT TITLE

These regulations may be called the C.P.W.D./PWD (DA) Contractors Labour Regulations.

2. DEFINITIONS

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

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

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

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

iii) a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.

b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

c) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

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

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

5. **PAYMENT OF WAGES**

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

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

"Certified that the amount shown in column Nohas been paid to the workman concerned in my presence on at"

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

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

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

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

7. LABOUR RECORDS

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

- (v) The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X)
- vi) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 (Appendix-XII)
- vii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII).
- viii) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV)

8. ATTENDANCE CARD-CUM-WAGE SLIP

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

9. EMPLOYMENT CARD

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

10. SERVICE CERTIFICATE

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

11. PRESERVATION OF LABOUR RECORDS

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

12. **POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY**
The Labour Officer or any person authorized by Central Government on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.
13. **REPORT OF LABOUR OFFICER**
The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to NIB indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by NIB after the Director has given his decision on such appeal.
- i) NIB shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the Director as the case may be.
14. **APPEAL AGAINST THE DECISION OF LABOUR OFFICER**
Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorised may appeal against such decision to the Director within 30 days from the date of decision.
15. **PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER**
- i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:-
- a) An officer of a registered trade union of which he is a member.
 - b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
 - c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by:-
- a) An officer of an association of employers of which he is a member.
 - b) An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.
 - c) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in

which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.

- (iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

16. INSPECTION OF BOOKS AND SLIPS

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

17. SUBMISSIONS OF RETURNS

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

18. AMENDMENTS

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

Appendix 'I'**REGISTER OF MATERNITY BENEFITS (Clause 19F)**

Name and address of the Contractor _____

Name and Location of the work _____

Name of the Employee	Father's/ husband Name	Name of Employment	Period of Actual Employment	Date on which notice of confinement given
1	2	3	4	5

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

Leave pay paid to the employee				
In case of Delivery		In case of miscarriage		Remarks
Rate of Leave Pay	Amount Paid	Rate of Leave pay	Amount Paid	
11	12	13	14	15

Appendix 'II'

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

Name and address of the contractor.....

Name and location of the work.....

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

Appendix 'III'

Labour Board

Name of Work :

Name of contractor :

Address of Contractor :

Name and Address of NIB Employer:

Name of Labour Enforcement Officer:

Address of Enforcement Officer :

Srl. No.	Category	Minimum Wages	Actual Wage Paid	Number Present	Remarks

Weekly Holiday :

Wage Period: :

Date of payment of Wages

Working Hours :

Rest interval :

Appendix 'IV'

Form-XIII (See Rule 75)

Register of Workmen Employed by Contractor:

Name and Address of Contractor:

Name and Address of establishment under:
which contract is carried on.

Nature of location of Work:

Name and Address of Principal Employer:

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

Appendix 'V'

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

Muster Roll

Name and address of contractor _____

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

Nature and location of work _____

Name and address of Principal Employer. _____

For the month of fortnight _____

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

Appendix 'VI'

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

Register of Wages

Name and address of contractor _____

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

Nature and location of work _____

Name and address of Principal Employer. _____

Wages period _____ Monthly/ Fortnight _____

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

Dearness Allowance	Overtime	Other cash payments (Indicate nature)	Total	Deductions if any, (indicate nature)	Nett. Amount paid	Signature or thumb impression of the workman	Initial of contractor or his representative
9	10	11	12	13	14	15	16

Appendix 'VII'
(Observe)

Wage Card

Wage Card No. _____

Name and address of the contractor _____ Date of issue _____

Name and location of work _____ Designation _____

Name of Workman _____ Month/fortnight _____

Rate of wages _____

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

Rate _____

Amount _____

Received from _____ the sum of Rs. _____ on account of my wages.

Signature

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

Appendix 'VII'

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

Wages Slip

Name and address of contractor

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

Nature and location of work

For the Week/Fortnight/Month ending

1. No. of days worked.....

2. No. of units worked in case of piece rate workers.....

3. Rate of dailly wages/piece rate

4. Amount of overtime wages.....

5. Gross wages payable.....

6. Deduction, if any.....

7. Net amount of wages paid.....

Initials of the contractor or his representative

Appendix 'VIII'

Form-XIV (See Rule 76)

Employment Card

Name and address of contractor-----

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

Name of work and location of work-----

Name and address of Principal Employer-----

1- Name of the workman-----

2- SI. No. in the register of workman employed-----

3- Nature of employment/designation-----

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

5- Wage period-----

6- Tenure of employment-----

7- Remarks-----

Signature of contractor

Appendix 'IX'

Form-XV (See Rule 77)

Service Certificate

Name and address of contractor _____

Nature and location of work _____

Name and address of Workman. _____

Age or Date of Birth _____

Identification marks _____

Father's/ Husband's Name _____

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

Name and address of principal Employer _____

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

Signature

Appendix 'X'

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED:

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

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

Appendix 'XI'

Form-XII (See Rule 78(2)(d))

Register of Fines

Name and address of the Contractor _____

Name and address of establishment in under which contract s carried on _____

Nature of location of work _____

Name and address of Principal Employer _____

Srl. No.	Name of workman	Father's/ Husband's Name	Designation/ nature of employment	Act/ omission for which fine imposed	Date of Offence
1	2	3	4	5	6

Whether workman showed cause against fine	Name of person in whose presence employees explanation was heard	Wage period and wages payable	Amount of fine imposed	Date on which fine realized	Remarks
7	8	9	10	11	12

Appendix 'XII'

Form-XX (See Rule 78(2)(d))

Register of Dedication for Damage of Loss

Name and address of the Contractor _____

Name and address of establishment in under which contract s carried on _____

Nature and location of work _____

Name and address of Principal Employer _____

Srl. No.	Name of workman	Father's/ Husband's Name	Designation/ nature of employment	Particulars of damage of loss	Date of damage or loss
1	2	3	4	5	6

Whether workman showed cause against fine	Name of person in whose presence employees explanation was heard	Amount of deduction imposed	No of Installments	Date on which fine realized		Remarks
				First installment	Last installment	
7	8	9	10		11	12

Appendix 'XIII'**Register of Advance**

Name and address of the Contractor _____

Name and address of establishment in under which contract s carried on _____

Nature and location of work _____

Name and address of Principal Employer _____

Srl. No.	Name of workman	Father's/ Husband's Name	Designation/ nature of employment	Wage period and wage payable	Date and amount of Advance made	Purpose(s) for which Advance made	Number of Installments by which advance to be repaid	Date and amount of each installments repaid	Date on which last installments was repaid	Remarks
1	2	3	4	5	6	7	8	9	10	11

Appendix 'XIV'

Form-XXIII (See Rule 78(2)(e))

Register of Overtime

Name and address of the Contractor _____

Name and address of establishment in under which contract s carried on _____

Nature and location of work _____

Name and address of Principal Employer _____

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

Section-6 Formats

Guarantee to be Executed by the Contractor for removal of Defects after completion in respect of Water Supply and Sanitary installation:

The agreement made this day of two thousand and between S/o (hereinafter called the GUARANTOR of the one part) and the (hereinafter called the NIB of the other part). WHEREAS TUIS agreement is supplementary to the contract. (hereinafter called the Contractor dated and made between the GUARANTOR OF THE ONE PART AND the NIB of the other part, whereby the contractor interalia, undertook to render the work In the said contractor recited structurally stable workmanship and use of sound materials.

AND WHEREAS THE GURANTOR agreed to give a guarantee to the effect that the said work will remain structurally stable and guarantee against faulty workmanship, finishing, manufacturing defects of materials and leakages etc.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable, after the expiry of maintenance period prescribed in the contract for the minimum life of ten years, to be reckoned format the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer-in-charge will regard to nature and cause of defects shall be final.

During the period of guarantee the guarantor shall make good all defects to the satisfaction of the Engineer-in-charge calling upon him to rectify the defects, failing which the work shall be got done by the some other contractor at the guarantor’s cost and risk. The decision of the Engineer-in-charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to make goods all the defects, commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage cost expense or otherwise which may be incurred by him by reason of any default on the part of THE GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and /or damage and/ or cost incurred by the NIB the decision of the Engineer-in-charge will be final binding on the parties.

IN WITNESS WEHEREOF those present have been executed by the obligator. And by for and on behalf on the NIB on the day, month and year first above written.

Signed sealed and delivery by OBLIGATOR in the presence of:

- 1.
- 2.

SIGNED FOR And BEHALF Of By In the present of:

- 1.
- 2.

Annexure-3

SECTION 7
PERFORMA OF SCHEDULE
 (Operative Schedules)

Schedule 'A'		
	Bill/Schedule of Quantities (BOQ)	Attached as Volume-V, Bill of Quantities (BOQ).
Schedule 'B'		
	Schedule of materials to be issued to the Contractor.	NIL - No material to be issued to the Contractor.
Schedule 'C'		
	Tools and plants to be hired to the Contractor.	NIL - No Tools and plants to be hired to the Contractor.
Schedule 'D'		
	Extra schedule for specific requirements/ document for the work, if any.	As attached in tender document for this work.
Schedule 'E'		
Reference to General Conditions of Contract as per Vol-II.		
	Name of Work	"Renovation of Guest House" in NIB Campus Noida.
	Estimated Cost of Work	Rs. 63 lakh
	Earnest Money Deposit (EMD)	Rs. 1.26 lakh
	Performance Guarantee	5% of Tendered Value
	Security Deposit	5% of Tendered Value
Schedule 'F'		
General Rules & Directions		
	Officer Inviting Bid	The Director, National Institute of Biologicals (Ministry of Health & F. W) Plot No. A-32, Sector -62. Noida - 201 309.
	Maximum percentage for quantity of items of work to be executed which the rates are to be determined in accordance with Clause 12.2 & 12.3	Under Clause 12 Below.
Definitions		
1.	Authority executing the Agreement on behalf of the Executing Agency.	NIB itself
2 (i)	Accepting Authority	Director, NIB
2 (vi)	Engineer-in-charge	Engineers nominated by NIB.

2 (ix)	Percentage on cost of materials and labour to cover all overheads and profits.	15%
2 (xi)	Standard Schedule of Rates	Delhi Schedule of Rates 2016.
2 (xii)	Department	National Institute of Biologicals (NIB)
9 (ii)	Standard Contract Form	Vol-II. GCC
Clauses of Contract		
Clause -1	Time allowed for submission of Performance Guarantee, Programme Guarantee, Programme Chart (Time & Progress) and applicable labour licenses, registration with EPFO & ESIC BOCW Welfare Board or prof of applying thereof from the date of issue of letter of acceptance.	10 Days
	Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period as provided in (i) above.	5 Days
Clause -2	Authority of fixing compensation under Clause 2.	Director, NIB
	Authority for deciding incentive under Clause 2A.	Not Applicable
	Whether Clause 2A shall be applicable.	No
Clause -5	Number of days from the date of issue of letter or acceptance for reckoning date of start.	07 Days
	Authority to decide shifting of date of start in case of delay in handing over of site.	Officer to be nominated by NIB, Noida.
	Mile stone(s): to be submitted by the contractor for approval of NIB	
Clause -5.4	Authority for deciding Extension of Time and rescheduling of Milestones.	Officer to be nominated by NIB, Noida.
Clause -6, 6A	Clause applicable - (6 or 6A)	6A
Clause -7	Gross work to be done together with net payment/ adjustment of advance for material collected, if any, since the last such payment for being eligible to interim payment.	Rs. 20 lakh only
Clause -7A	Whether Clause 7A shall be applicable.	YES
Clause -8B	Completion plans to be submitted by the Contractor as per specifications.	Latest General CPWD Specification for Civil & Electrical works.
Clause -10A	List of testing equipment to be provided by the contractor at site laboratory.	As per Annexure I & II
Clause -10B	Whether Clause 10B (ii) shall be applicable.	No
	Whether Clause 10B (iii) shall be applicable	No
Clause -10C		Not Applicable

	Component of labour expressed as per-cent of value of work.	NA
Clause -10CA		Not Applicable
	Material covered under this clause	
	Base price of all materials covered under Clause 10CA (Base price to be mentioned valid at the time of last stipulated date of receipt of Tender including extension, if any).	Not Applicable
	*includes cement components used in RMG brought at site from outside approved RMC plants, if any.	
	Base price as per its corresponding period of all the materials covered under clause 10CA is to be mentioned at the time of approval of NIT. In case of recall of tenders, the base price may be modified by adopting latest base price and its corresponding period.	
Clause-10CC	Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column.	Not Applicable
	Schedule of component of other Materials, Labour POL etc. for price escalation.	
	Components of Civil (except material covered under clause 10CA) and Electrical construction Materials expressed as percentage of total value of work.	NA
	Component of Labour- expressed as percent of total value of work.	NA
	Note:- XM....% should be equal to (100) material covered under Clause 10CA i.e. Cement, Steel, POL and other material specified in Clause 10CA + components of labour).	
Clause-11	Specification to be followed for execution of work	CPWD specification with up to date correction slip, (up to date floating of tender) and Technical Specification (Volume-IV) of the tender documents.
Clause-12	Type of Work	Renovation Work
12.2 & 12.3	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work.	50%
12.5	(i) Deviation Limited beyond which clause 12.2 & 12.3 shall apply for foundation work (Except earth work)	NA
	(ii) Deviation Limit for items in earth work subhead of DSR or related items	NA
Clause-16	Competent Authority for deciding reduced rates.	Officer to be nominated by NIB, Noda.

Clause-18	List of mandatory machinery, tools & plants to be deployed at site.	As per site requirement.
Clause-25	Reviewing Authority	Director, NIB
	Appealing Authority	Dy. Director, NIB
	Constitution of Dispute Redressal Committee	
	Chairman	Director, NIB
	Member	Officer to be nominated by Director, NIB
	Member	Officer to be nominated by Director, NIB
Clause-36 (i)	Requirement to Technical Representative(s) -	As per site requirement.
Clause-39	Authority having option of terminating the contract in event of death of Contractor.	Director, NIB
Clause-42		
i)	a) Schedule/ statement for determining theoretical quality of cement & bitumen on the basis of Delhi Schedule of Rates 2016 printed by CPWD.	DSR-2016
ii)	Variation permissible on theoretical quantities	
	For works with estimated cost put to tender is more than Rs. 5.0 Lakh.	2% Plus/Minus
	a) Bitumen all works.	N A
	b) Steel reinforcement and structural steel sections for diameter, section and category.	2% Plus/Minus
	c) All other materials	NIL
RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION - Cement 8,000 / MT.		

Annexure-I & II

List of testing equipments to be provided by the contractor at Site:

- i. Balances:
 - a. 7 kg to 10 kg capacity, semi self-indicating type – accuracy 10gm
 - b. 5 kg capacity, semi self-indicating type – accuracy 1gm
 - c. Pan balance – 5 kg capacity
- ii. Graduated measuring cylinders 200ml capacity.

The contractor shall have the following field testing instruments for checking of quality of work at field by him and by the officers of the department-

- i. Steel tapes – 3 metre / 10 metre
- ii. Vernier Calipers (one number – digital)
- iii. Screw gauge (one number – digital)
- iv. Good quality plum bobs
- v. Spirit levels minimum 30cms long with 3 bubbles for horizontal / vertical level.
- vi. Wire gauge (circular type) disc
- vii. Foot rule
- viii. Long nylon thread
- ix. Magnifying glass
- x. Screw driver 30cms long
- xi. Hammer – 100 gms.

Appendix 'XV'

Notice for appointment of Arbitrator

To

The Director,
National Institute of Biologicals
(Ministry of Health & Family Welfare)
Plot No. A-32, Sector -62, Noida - 201309.

Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Contract amount in the work
6. Date of contract
7. Date of initiation of work
8. Stipulated date of completion of work
9. Actual date of completion of work (if completed)
10. Total number of claims made
11. Total amount claimed
12. Date of intimation of final bill (if work is completed)
13. Date of payment of final bill (if work is completed)
14. Amount of final bill (if work is completed)
15. Date of request made to Dy. Director (A), NIB for decision
16. Date of receipt of Dy. Director (A), NIB decision
17. Date of appeal to you
18. Date of receipt of your decision.

Specimen signatures of the applicant
(only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge.
I/We enclose following documents.

1. Statement of claims with amount of claims.
- 2.
- 3.
- 4.

Yours faithfully,

(Signatures)

END OF VOLUME-II