



ACCEPTANCE LETTER

To,
The GM - P&F Dept., NACIL (AI)
Mumbai 400 029.

Sir,

We hereby unconditionally accept the tender terms and conditions in its entirety for Tender no: _____ dated _____

We also confirm that payment of Earnest Money Deposit has been made in the form of DD and receipt of the same is enclosed where applicable.

We understand that if RATES against each item of Schedule of Quantities are not WRITTEN in both FIGURES as well as WORDS, the tender will STAND REJECTED.

Date : _____

SIGNATURE OF THE TENDERER WITH RUBBER STAMP



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REGRET LETTER

(to be sent under Contractor's Letter head)

To,
The GM - P&F Dept., NACIL (AI)
Mumbai 400 029.

Sub:

Ref: Tender no: / STQ no: _____ dated _____

Sir,

We regret to inform you that we are unable to quote for the subject tender due to the following reasons:

1. _____
2. _____

Date : _____

SIGNATURE OF THE TENDERER WITH RUBBER STAMP

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(to be sent under Contractor's Letter head)

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Date : _____

SIGNATURE OF THE TENDERER WITH RUBBER STAMP



IMPORTANT NOTE

PROCEDURE FOR SUBMITTING OF TENDER

The tender for the subject work shall be submitted in two separate sealed covers. The Tenderers are required to convey in writing in the “Acceptance Letter” **OR** “Regret Letter” which shall be issued in duplicate along with the tender, their unconditionally acceptance to Air India’s Tender Terms & Conditions in its entirety. It shall be the responsibility of the Contractor to collect the “Acceptance Letter” in duplicate from the issuing authority prior to submission of the tender **OR** **“Regret Letter”**

“**Cover No.1**” superscribed “Acceptance of Air India’s Tender Conditions regarding Tender for.....(as per the subject of the tender) and bearing on the bottom left corner the name of Tenderer, will contain the following:

1. Receipt of Earnest Money Deposit / Demand Draft / Bank Guarantee.
2. “Acceptance Letter” in duplicate fully completed.

OR

3. **“Regret Letter” on your Company’s letterhead.**
Format enclosed for ready reference

COVER NO.1 SHALL NOT CONTAIN ANY OTHER DOCUMENTS

“**Cover No.2**” to be submitted under separate sealed cover will contain only the Tender document and superscribed.....(as per the subject of the tender....) and bearing on the bottom left corner the name of the tenderer.

COVER NO.2 SHALL NOT CONTAIN ANY OTHER DOCUMENTS

Both the sealed Cover No.1 & 2 shall be properly pinned together and submitted. Tenders will be opened in the presence of any intending tenderers who may wish to be present at the time on the date and at the place indicated. Only the sealed Cover No.1 shall be opened first.

The offer from only those tenderers, who have submitted in *Cover No.1* their letter of Acceptance, conveying their unconditional acceptance of Air India’s Standard Conditions of Contract together with the receipt of Earnest Money Deposit shall be considered valid and *Cover No.2* containing the tender quotation for the subject work from such tenderers only shall be opened.

Those tenderers who do not fulfil the above requirements of Cover No.1 or Cover No.2 shall be rejected. The offers from those tenderers, who are unable to unconditionally accept Air India’s Standard Conditions of Contract will also be rejected.

.....



SPECIFICATIONS

Air India's Standard Specifications - Volume I, II & III are applicable and are available for perusal in our Office at Old Airport. Contractors who are interested are requested to purchase it by paying additional cost before submitting the quotations. The same will form the part of the tender documents.

Date: _____

SIGNATURE OF THE TENDERER WITH
RUBBER STAMP



POLICE VERIFICATION OF CONTRACT LABOUR

The Contractors who have been awarded the job through Work Order shall furnish necessary Police Clearance Certificate in respect of character and antecedents of all Contract Labourers engaged by them, before commencing the work at site.

This will be a part of Contractual Agreement, as entire Airport including Air India Complex has been declared as "**Prohibited Area**". All such Contractors who would be awarded contracts are required to comply with the above requirements.

Contractors shall obtain such Police Clearance Certificate from Police available against a nominal fee per Certificate and they will submit this Certificate giving Work Order reference on it, to the Office of the Engineer In Charge of Properties & Facilities Dept., to be forwarded to our Security Department along with request for issuance of Entry Passes.



CONTRACT ADMINISTRATION PROFORMA

TENDER / STQ NO: _____ DATED: _____

NAME OF THE WORK : _____

1. Estimated Cost of the Work : Rs. _____

2. The Tender / STQ documents consists of the following :

- i) Contract Administration Proforma
- ii) Conditions of Contract (*to be referred to in our Contract Admin office at OAP*)
- iii) Specifications
- iv) Schedule of Quantities
- v) Tender drawings as listed below :

3. The Tenderer is required to pay Earnest Money of Rs. _____ (Rupees only)

[NOTE : EMD is to be paid in Cash only for amount of upto Rs.10,000/- which payment is to be made to the Cashier, Cash Section, Finance Dept., Old Airport, Santa Cruz (E), Mumbai 400 029. For EMD amount more than Rs.10,000/-, payment has to be made by way of DD / PAY ORDER payable to "NACIL (AI)" at Mumbai.]

4. The tenderers quoting below our estimated cost by more than 10% as stated above, are required to submit additional Earnest Money Deposit of 2% of estimated cost in addition to the above Earnest Money Deposit, along with tender. If the additional EMD is not submitted along with the tender, the tender will not be considered and will be summarily rejected.

5. The completed Tender Documents in Cover no: 2, accompanied by the Earnest Money Receipt / DD / Pay Order and the Acceptance Letter in Cover no: 1, addressed to the General Manager – P&F Dept., Air India, Santa Cruz (E) should be deposited in the Tender Box kept in Admin Office before 3:00 PM on _____.

6. Tenders will be opened on the same day at 3:30 p.m. in the Office of the General Manager, Properties & Facilities Dept., NACIL (AI), Old Airport, Santa Cruz (E), Mumbai 400 029 in the presence of any intending tenderers who may wish to be present.

7. In case the Tenderer does not wish to quote for the work, he may please send a regret letter on the date of opening of the Tender.

:2:

8. EARNEST MONEY / SECURITY DEPOSIT :

- a) Earnest Money Deposit : Rs. _____
- b) Additional Security Deposit to be made within 15 days of date of issue of WO : Rs. _____
- c) Retention Percentage from Running / Final Bill : _____ %
(_____ percent)
- d) Total Security Deposit : 10% (TEN PERCENT)
8. Time allowed for the execution of the work : _____
9. DEFECTS LIABILITY PERIOD :
- a) Building works / Concrete pavements : 12 MONTHS
- b) Repair works / Asphaltic pavements : 06 MONTHS
- c) Electrical & Mechanical Works : 12 MONTHS
10. Minimum value of work to be done between two consecutive Running Account Bills for claiming by the Contractor : Rs. _____
11. Likely period for Honouring Running Account Bill after proper submission : _____
12. Likely period for Honouring Final Bill after proper submission : _____
13. Percentage permitted in Rate Analysis for Extra / Deviated items to cover Overheads and Profits : 20% (TWENTY PERCENT)

SIGNATURE OF ENGINEER-IN-CHARGE

CONTRACTS SECTION

14.

DECLARATION

1. I/We hereby declare that I/We have read and understood the Conditions of Contract, Specifications, drawings, Schedule of Quantities etc. and hereby agree to abide by them. In token thereof I/We have signed below and at the end of Schedule of Quantities. I/We also understand that otherwise this tender is liable to be rejected.
2. **I/We understand that our Tender will not be considered, if the rates for items and rebate are not written both in FIGURES AND WORDS.**
3. I/We hereby confirm that only the relevant entries asked for have been made within the Tender documents issued to us. I/We also confirm that in the even of any entry in this Tender document, other than the relevant entry, shall make this Tender invalid.
4. I/We hereby agree to obtain the Registration Number under the Contract Labour Act by Registering with the Labour Commissioner and furnish the Registration details to NACIL (AI)
5. I/We hereby agree to obtain Employer's Number under the Employees State Insurance Corporation and the Provident Fund `Commissioner. in the event of our not being able to provide the above said numbers, we agree to NACIL (AI) retaining appropriate amounts at the stipulated percentage rates towards ESIS and PF, NACIL (AI) may remit such amounts to the appropriate authorities.
6. I/We agree to submit to NACIL (AI) necessary reports and returns as required for compliance of ESIS & PF regulations.
7. I/We hereby confirm that the percentage of labour component in the above work is _____% (In Words: _____percentage).

Place :

Date :

SIGNATURE OF TENDERER WITH RUBBER STAMP



CONDITIONS OF CONTRACT

GENERAL DIRECTIONS

All entries in the Tender Documents must be made in ENGLISH. They must be hand-written in ~ and must not be TYPED.

Submission of a Tender by a Tenderer implies that he has read the CONTRACT ADMINISTRATION PROFORMA, all other Tender documents and has made himself aware of the scope and Specifications, Drawings, etc. of the work to be done and of conditions and rates at which Stores, Tools and Plants etc. if any, will be issued to him by the Company and Local Conditions and other factors bearing on the execution of the works.

A Tenderer should quote in figures as well as in words rates tendered. The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as in words and the amounts in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and words. Erasures and alterations must be avoided, but if made unavoidably while pricing the schedule of quantities, the wrong figures and words must be neatly scored out under the initials of the Tenderer and the correct figures and words neatly re-written but not over-written, **OVERWRITING IS NOT PERMITTED**. In case of figures the words Rs. should be written before the figure of Rupees and the letter 'P' after the decimal figures; e.g. Rs. 2.15 P and in case of words, the words Rupees should precede and words Paise should be written at the end. Unless the rate is in whole rupees and followed by the word only, it should invariably be up to two places of decimal.

Errors in the schedule of quantities shall be dealt with in the following manner:

In the event of a discrepancy between the rates quoted in words and the rates in figures the former shall prevail.

In the event of an error occurring in the amount column of the schedule of quantities as a result of: the wrong multiplication of the unit rate and the quantity, the unit rate shall be regarded as firm and the amount of the item shall be amended on the basis of the rate.

All errors in the totalling in the amount column and in carrying forward the totals shall be corrected.

Any omissions, to include in the totals, to carry forward the prime cost sums and the percentages thereon, or the provisional sums, shall be corrected. If no percentage on prime cost sum is quoted the percentage shall be taken as ten.

The Tender total shall be accordingly amended except that there shall be no rectification of any errors, omissions or wrong estimate, in the prices inserted by the Tenderer in the schedule of quantities against each item.

Sales Tax, Sales Tax on Works Contract, or any other tax, levy, octroi, excise, etc. on materials or on any element in respect of this Contract shall be payable by the Contractor and the Company will not entertain any claims whatsoever in this respect.

The items of work as well as the approximate quantities against these items as given in the schedule of quantities should not be considered the precise amount of work to be done. These are given merely as a guide to tenderers and are liable to vary according to the exigencies of the Contract. The Contractor shall be paid on the basis of actual quantities of completed work as per the provisions of the Contract.

The Tender for works shall remain open for acceptance for a period of ninety days from the date of opening of tenders, which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and the conditions of the Tender which are not acceptable to the competent authority, then the competent authority shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely.

No additions/alterations which are made by the Tenderer in the drawings, Specifications or probable quantities accompanying this notice will be recognised and if any alterations are made, the Tender will be invalid.

No pages of the Tender shall be removed or replaced or added. The Tender documents are not transferable.

The tenderer shall bear all expenses in connection with the submission of *his* tender.

The Tender for the work shall not be witnessed by a Contractor who himself is tendering for this Tender. Failure to observe this condition shall render the Tender of the Contractor tendering as well of those witnessing the Tender liable to rejection.

Tender drawings, if not issued along with the Tender to individual Tenderer, can be inspected in the office of the Company.

Tender drawings are generally indicative of the *type* of work and are meant only for the general guidance of the tenderers. The actual work will have to be carried out as per the working drawings to be progressively furnished in stages during and according to the progress of the work. These drawings may be revised from time to time to incorporate the requirements, final design changes and to suit the site conditions encountered during the progress of the work. The Contractors will not be entitled to any claim or compensation on the plea that the details indicated in the working drawings differ from those shown in the tender drawings.

Contractors are requested to note that if they have got firms in different names, they should submit the quotation in the name of only one firm, which is registered and approved by NACIL (AI)

Procedure for submitting and opening of Tenders .

The Tender amount shall be stated only in the Schedule of Quantities. The Tenderer shall ensure that the Tender amount is not mentioned in any other document directly or indirectly. If any such mention is made, the Tender will become invalid and shall not be considered.

The Tender for the subject work shall be submitted in two separate sealed covers. The tenderers are required to convey in writing in the "Acceptance Letter" which shall be issued in duplicate along with the Tender, their unconditional acceptance to NACIL (AI)'s Tender Terms and Conditions in its entirety. It shall be the responsibility of the Contractor to collect the "Acceptance Letter" in duplicate from the office of the issuing authority prior to submission of Tender.

The following documents shall be submitted in a separate sealed cover marked "Cover No.1" super scribed "Acceptance of NACIL (AI)'s Conditions of Contract regarding the subject Tender and bearing on the bottom left corner the name of the tenderer;

- i) Acceptance letter in duplicate duly completed.
 - ii) Receipt of Earnest Money Deposit or Bank Guarantee.
 - iii) Regret Letter on your Company's Letterhead. Format enclosed for ready reference.
- d) The Cover No. 1 shall not contain any other documents.
- e) Another separate sealed cover shall be submitted containing only the Tender document and marked "Cover No.2", duly super scribed with the title of the subject Tender, Tender No. and date. and bearing the name of the tenderer at the bottom left hand corner of the cover. Unsigned tender is liable to be rejected.
- f) Both the sealed covers No. 1 and No. 2 shall be properly pinned together and submitted in the office of the Director of Properties & Facilities before the prescribed time and date. Tenders received after the prescribed time shall be returned unopened.
- g) Tenders will be opened in the presence of the intending Tenderers who may wish to be present at the time, on the date and at the place indicated. Only the sealed cover No. 1 shall be opened first. The offers from those tenderers who are unable to unconditionally accept the Air India's Conditions of Contract will be rejected.
- h) Only the offer from those tenderers who have submitted in Cover No. 1 their letter of acceptance conveying their unconditional acceptance to Air India's Conditions of Contract together with the receipt of Earnest Money Deposit/Original Bank Guarantee shall be considered valid. Only the Cover No.2 containing the tender quotation for the subject work from such valid offers of the tenderers shall be opened.

- XVI. NACIL (AI) reserves the right of accepting the whole or any part of the Tender and Tenderer shall be bound to perform the same at his quoted rates.
- XVII a) NACIL (AI) reserves to itself the right to accept or reject any tender either in whole or in part without assigning any reason for doing so and does not bind itself to accept the lowest or any tender.
- b) It will be open to NACIL (AI) to renegotiate the terms with lowest(L1) of the tenderers with a view to bring down the rates quoted and/or keeping in view the quality/nature of work involved. In case of credit Tender the negotiations shall be held with the highest(H1) tenderer to increase the quoted rates.
- XVIII. On acceptance of Tender, Earnest Money will be treated as part of the Security for the execution and due fulfilment of the Contract. No interest shall be paid on the said deposit.

The Tenderer, whose Tender is accepted is bound to execute a formal agreement with NACIL (AI) in accordance with the draft agreement. This liability under the Contract shall commence from the date of written order to commence work whether the formal agreement is drawn or not. The Contractor shall bear all expenses in connection with the execution of the said agreement including fee's for stamping and registration of documents as required.

The successful tenderer must co-operate at no extra cost to the Company with the other contractors appointed by the Company so that work shall proceed smoothly with the least possible delay and to the satisfaction of the Company.

All Municipal fees for drainage, sewerage and water connection for construction purposes shall be borne by the Contractor.

The work lies in Restricted Areas and the Contractor's special attention is drawn to Clause 19. 3. 1 of the Conditions of Contract regarding compliance with Security Rules and Regulations.

The Contractor shall comply with the provisions of Contract Labour Regulations & Abolition Act as may be in force from time to time. He shall obtain a valid licence under the Contract Labour Act within 15 days from the issue of order to commence the work and continue to have a valid licence until the completion of work. He shall produce the same prior to commencement of work. Any failure to fulfil the requirements shall attract the penal provisions of the Contract arising out of the resultant non-execution of the work.

1.0.0 **DEFINITIONS:**

- 1.1.0 The "CONTRACT" means the documents forming the tender and acceptance thereof and the formal agreement executed between the Company and the Contractor together with the documents referred to therein including these conditions, the Specifications, schedule of quantities, designs, drawings and instructions issued from time to time by the competent authority, any officer authorised by the competent authority, the Deputy General Manager of Properties and Facilities or the Engineer-In-Charge and all these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- 1.2.0 In the Contract the following expressions shall, unless the context otherwise requires, have the meanings hereby respectively assigned to them.
- 1.2.1 The expression "Works" or "Work" shall unless there be some-thing 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.
- 1.2.2 The "Site" shall mean the land and/or other places on, into or through which the work is to be executed under contract or any adjacent land, path or street though the work is to be executed under contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract work.
- 1.2.3 The "Company" shall mean the "NACIL (AI) " constituted under Section __ of Company Act of 1956 and having its registered office in New Delhi and includes a duly authorised representative of the Company or any other person empowered in this behalf by the Company to discharge all or any of its functions.
- 1.2.4 The "Contractor" shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include the legal personnel representatives of such individual or the persons composing such firms or company, or the successors of such Firms or Company and the permitted assigns of such individuals or firm or Firms or Company.
- 1.2.5 The "Competent Authority" shall mean the "General Manager, Properties and Facilities Department of the Company.
- 1.2.6 The "Engineer-in-Charge" means the authorised representative appointed by the Competent Authority who shall direct, supervise and be in charge of the works for the purpose of this Contract.
- 1.2.7 The "Contract Sum" shall mean in case of item-rate Contracts, the cost of the works arrived at after multiplication of the quantities shown in the Schedule of Quantities by the items rates quoted by the Contractor/Tenderer for the various items, including rebates, if any.
- 1.2.8 A "DAY" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

- 1.2.9 "Excepted risks" are risks due to riots (other than among Contractor's labour/employees) and civil commotion (in so far as both these are un-insurable), wars (whether declared or not), invasions, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of Government., damage from aircraft, acts of God, such as earthquake, lightning and un-precedented floods and other causes over which the Contractor has no control and accepted as such by the Competent Authority or causes solely due to use or occupation by the Company of the part of works in respect of which certificate of completion has been issued.
- 1.2.10 "Market Rate" shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at site when the work is to be executed plus the percentage mentioned in CONTRACT ADMINISTRATION PROFORMA to cover all overheads and profits.
- 1.2.11 "Schedule" referred to in these conditions shall mean the relevant schedule(s) annexed to the Tender documents /papers issued by the Company or the Standard Schedule of Rates, prescribed by the Company and the amendments thereto issued from time to time.
- 2.0.0 Where the context so requires words imparting the singular only also include the plural and vice versa.
- 3.0.0 Headings to these Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretations or constructions thereof, of the Contract.
- 4.0.0 **SCOPE AND PERFORMANCE:**
- 4.1.0 The Contractor shall be furnished free of charge, two certified copies of the Contract Documents and of all further drawings, which may be issued during the progress of the work. He shall keep one copy of these documents on the site in good condition/ order and the same shall at all reasonable times or as and when demanded, be available for inspection and use by the Engineer- in-Charge, his representatives or by other inspecting officers.
- 4.1.1 None of these documents shall be used by the Contractor for any purpose other than that of this Contract.
- 4.1.2 The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Act, 1923(XIX of 1923) applies to them and shall continue to do so even after the execution of such works under the Contract.
- 5.0.0 The work to be carried out under the Contract shall except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipments and transport which may be required in preparation of, and for, and in the full and entire execution and completion of the works. The descriptions given in the schedule of quantities shall unless otherwise stated be held to include waste 00 materials, carriage and cartage, carrying in, return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and

entire execution and completion as aforesaid in accordance with good practice and recognised principles.

- 6.0.0 The contractor is advised to inspect, examine the site, access to the site, its surroundings, ground, subsoil conditions and acquaint himself generally with all prevailing conditions, for entering into a contract and for proper execution of the work in time before submitting his tender. He shall obtain all necessary information as to risks, contingencies and other circumstances which may affect or influence submission of his Tender. No extra charge consequent on any misunderstanding or otherwise shall be allowed/payable to the contractor.
- 7.0.0 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.
- 8.0.0 The several documents forming the contract are to be taken as mutually explanatory to one another, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scale, additional conditions of contract in preference to conditions of contract, and special conditions of contract in preference to additional conditions of contract.
- 8.1.0 In case of discrepancies between the schedule of quantities, the specifications and/or the drawings thereof, the following order of preference shall be observed.
- 8.1.1 Description of items in the schedule of quantities.
- 8.1.2 Particular Specifications , if any.
- 8.1.3 Drawings
- 8.1.4 General Specifications.
- 8.2.0 Any error in descriptions, quantities or rates in the schedule of quantities, or any omissions there from shall not vitiate the Contract or release the contractor from the execution of the whole or any parts of the work comprised therein according to drawings and specifications or from any of his obligations under the contract .
- 9.0.0 **SECURITY DEPOSIT**
- 9.1.0 The Contractor shall within fifteen days of the order to commence work, deposit with the Finance and Accounts Department of the Company in Cash/Demand Draft of the due amount named/ mentioned in CONTRACT ADMINISTRATION PROFORMA as "Deposit to be made on acceptance of Tender" or in the alternative the Contractor may furnish the guarantee of a Nationalised Bank. The Forms of Guarantee and the Bank shall receive the approval of the competent authority in advance.

- 9.2.0 In addition to the Earnest Money and the amount deposited in terms of Clause 9.1.0 above, the Contractor shall permit the Company at the time of making payments to him for work done under the contract to deduct from his bills further amounts to make up the Security Deposit required from Contractor as shown in the CONTRACT ADMINISTRATION PROFORMA. Such deductions shall be made by the Company on percentage basis shown in the CONTRACT ADMINISTRATION PROFORMA as “Retention Percentage”.
- 9.3.0 The money by virtue of clauses (9.1.0) and (9.2.0) above will be held by the Company by way of Security Deposit and retained till the expiry of the period named/mentioned in the CONTRACT ADMINISTRATION PROFORMA as the "Defects Liability Period", except that the Company may, if it considers proper under the circumstances, return fifty percent of the Security Deposit to the Contractor on completion of the work and the settlement of all claims and disputes.
- 9.4.0 All compensations or other sums of money payable by the Contractor to the Company under the terms of contract may be deducted from the Security Deposit or from any source or sources that may be or may become due to the Contractor by the Company on any account whatsoever and in the event of the Security Deposit being reduced by reason of any such deductions, the Contractor shall, within ten days of being asked to do so make good in cash or DEMAND DRAFT any sum or sums which may have been deducted from his Security Deposit.
- 9.5.0 No interest shall be payable by the Company on the Security Deposit.

10.0.0 **TIME AND EXTENSION FOR DE LAY**

- 10.1.0 Time allowed for execution of works, as specified in CONTRACT ADMINISTRATION PROFORMA, shall be of the essence of the contract. Time shall be reckoned from 15th day of date of issue of work order or as may be provided in the work order, issued by the Company. If the contractor commits default in commencing the work, as required by the work order, the Engineer In-Charge shall be entitled, without prejudice to any other rights or remedies by which the competent authority may terminate or rescind the contract, to forfeit the Earnest Money and such further amount, if any, as may have been deposited or given by the contractor, as Security Deposit, either in cash or by means of Bank Guarantee, or in any other manner.
- 10.2.0 If the work is delayed by
- 10.2.1 Force majeure or
- 10.2.2 Abnormally bad weather or
- 10.2.3 Serious loss or damage by fire or
- 10.2.4 Civil commotions, local commotion of workmen, strike or lock out affecting any of the trades employed on the work, or

- 10.2.5 Delay on the part of other Contractors or tradesmen engaged by the Company in executing work not forming part of Contract or
- 10.2.6 Non-availability of stores, which are the responsibility of Company to supply or
- 10.2.7 Non-availability or break-down of tools and plant to be supplied or supplied by Company or
- 10.2.8 Any other causes which in absolute discretion of the competent authorities beyond the contractors control, then upon the happening of any such event causing the delay, the Contractor shall immediately give notice thereof in writing to the Engineer- In-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay, and shall do all that may be reasonably required to the satisfaction of the Engineer-In-Charge to proceed with the works.
- 10.3.0 Request for extension of, time to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 10.4.0 In any such case, the Competent Authority may give a fair and reasonable extension of time for completion of individual items or group of items of work for which the part periods of completion are specified in the contract or contract as a whole. Such extension shall be communicated to the Contractor by the Engineer-In-Charge in writing.
- 11.0.0 The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing the work or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any reasons whatsoever and the Company shall not be liable for any claims in respect thereof. The Company does not accept liability for any sum besides the Tender amount, subject to such variations as are provided for herein.
- 12.0.0 **DEVIATIONS / VARIATIONS / SUBSTITUTIONS – PRICING**
- 12.1.0 The Engineer-in-Charge shall have power to make alterations to, 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
- 12.2.0 To omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the Contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-In-Charge and such alterations, omissions, additions, or substitutions shall form part of the Contract as if originally provided therein and any altered, additional and 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.

12.3.0 Time for completion of the work shall be extended in proportion that the altered, substituted or additional work bears to the original contract work and the certificate of the Engineer-In-Charge shall be conclusive as to such proportion. The rates for such additional, altered or substituted work under this clause, shall be worked out in accordance with the following provisions in their respective order:

- a) If the rates for additional, altered or substituted work are specified in the contract for the work, the Contractor is bound to carry out the additions, alterations and substituted work at the same rates as are specified in the Contract for the work.
- b) If the rates for the additional, altered or substituted work are not specifically provided in the Contract for the work, the rates will be derived from the nearest or similar items of work as are specified in the contract for the work and the lowest rates so derived shall be applicable.
- c) If the altered, additional or substituted work includes any work for which no rate is specified in the contract for the work or cannot be derived from the similar class of work in the Contract, then the Contractor shall within 7 days of the date of receipt of order to carry out the work inform the Engineer-In-Charge of the rate which it is his intention to charge for such class of work supported by analysis of the rates or rate claimed and the Engineer-In-Charge shall determine the rate or rates on the basis of prevailing market rates and pay the Contractor accordingly. However, the Engineer-In-Charge by notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such a manner as he may consider advisable.

13.0.0 If at any time after the commencement of the work, the Engineer- In-Charge shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer- In-Charge shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensations by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

13.1.0 Provided that the Contractor, shall be paid the charge on the cartage only of materials actually and bona-fide brought to the site of the work by the Contractor and rendered surplus as a result of abandonment or curtailment of the work or any portion thereof and then taken back by the Contractor, provided however that the Engineer-In-Charge shall have in all such cases the option of taking over all or

any such materials at their purchase price or at local government rates whichever may be less.

- 14.0.0 If the Schedule of Quantities is divided into various sub-sections, the rates quoted for a particular item of work in one sub-section shall be made applicable to similar item of work in any other sub-section provided that item is not listed in the schedule of that other sub-section and also provided the rate for that item is not freak high in the opinion of the Engineer-In-Charge whose decision will be final and binding.
- 15.0.0 The Contractor shall be bound to carry out any item of work necessary for the completion of the Project, if instructed in writing by the Engineer-In-Charge, even though no rate is specified in the contract for such items. Before commencing work on that item the contractor shall notify the Engineer-In-Charge about the same and shall commence the work on that item, only after obtaining the Engineer-In-Charge's sanction for that item and approval for its quantity and rates. The rate for such item shall be settled by Engineer-In-Charge as per the provisions of the Contract.
- 16.0.0 Notwithstanding provisions indicated in item 13 of CONTRACT ADMINISTRATION PROFORMA, whenever extra/substituted/ deviation items involving consumption of cement are directed by varying the mix proportion of cement from that originally stipulated in a contract item, the cost of cement at issue rate for the quantity of cement used more or less than that required for the item in the contract shall be added to or subtracted from the rate available in the contract. Over & above this, 2.5 % (Two and half percent) of the stipulated issue rate of cement shall be paid as handling charges, overheads etc. for the additional quantity of cement thus directed to be added. The rate for such extra / substituted/ deviation item shall be derived from the rate of item available in the contract, immediately of higher or lower mix and lesser of the rates, thus derived, shall be payable.
- 17.0.0 The contractor shall submit photocopies/originals of the vouchers etc. for verification of actual purchases of any materials as directed by the Engineer-In-Charge.
- 18.0.0 The Contractor shall continuously monitor the quantities of various items involved in the work. He shall bring to the notice of the Engineer-In-Charge in writing, sufficiently in advance so that the progress of the work is not affected, any item which is likely to exceed the quantities given in the schedule of quantities and prior to taking any action for mobilising labour, materials, etc. for the excess quantities for such item. He shall proceed with such work for quantities beyond tender quantities only on receipt of written instructions of the Engineer-In-Charge. In case the Contractor proceeds with such items of work without the written permission of the Engineer-In-Charge as aforesaid, the Engineer-In-Charge shall in his sole discretion, which shall be final and binding on the Contractor, pay the Contractor for the excess quantities carried out at such reduced rate(s) at which, in his opinion, the Company could have carried out by appointing any other agency. In no case, however, the Contractor shall be entitled for compensation of rate / s higher than what he had quoted in the contract. No claim, whatsoever, on account

of delay in conveying the approval by the Engineer-In-Charge to the Contractor, for carrying out the excess quantities or on account of delay in getting this excess quantities executed by the Company through other agencies shall be entertained. However, the Contractor shall be given necessary extension of time, if any, as per the provisions of the Contract.

19.0.0 **ADMISSION TO SITE**

19.1.0 The site of work shall be made available to the Contractor in parts. The Contractor shall carry out the work in phases, at no extra cost to the Company.

The Contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of site until instructed to do so by the Engineer-In-Charge in writing. The portions of the site to be occupied by the contractor shall be defined and/ or marked on the site plan, failing which these shall be indicated by the Engineer-In-Charge at site and the Contractor shall on no account be allowed to extend his operations beyond the areas. In respect of any land permitted by the Company for the use of the Contractor for purposes of or in connection with the Contract, the same shall be subject to the following and such other terms and conditions as may be imposed by the Competent Authority.

19.1.1 That such use or occupations shall not confer any right of tenancy of the land to the Contractor.

19.1.2 That the Contractor shall be liable to vacate the land on demand by the Engineer-In-Charge.

19.1.3 The Contractor shall have no right to put up any constructions of his own or any nature or type on the Company's land except temporary constructions for storage of equipment for the work under the contract or as a resting place for labourers employed by him for the work, provided that he obtains the requisite previous permission in writing from the Competent Authority or from the Engineer-In-Charge in accordance with the Company's procedure which permission they would be entitled to refuse in their absolute discretion. Such constructions will be erected at the Contractor's own costs. The Contractor shall at his own cost demolish all such constructions and remove the debris thereof, as also all his materials and equipment, and clean and level the site thereof before handing over the completed work to the Company.

19.2.0 The Contractor shall provide, if necessary or if required on the site, all temporary access thereto and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-In-Charge and make good all damages done to the site. The Contractor shall note that the final bill will not be certified for the payment till the action as above is completed by the Contractor to the entire satisfaction of the Engineer-In-Charge.

19.3.0 The entire work lies in RESTRICTED AREA.

19.3.1 The Contractor shall apply in writing, in advance of the commencement of work, for the issue of Security passes and shall submit list of the personnel concerned and shall satisfy the Engineer-In- Charge who shall at his discretion have the right to recommend the issue of passes/permit to control the admissions of the Contractor, his agents, his staff and workmen. The cost of photographs required for the passes, will be borne by the Contractor. The Contractor shall ensure that his men will work only in areas/places/zones mentioned/allotted to them and that they leave the premises through authorised GATES only. Passes shall be deposited with the Engineer-In-Charge on demand and in any case immediately after the completion of work. The Contractor, his agent, staff and workmen shall observe all Rules and Regulations promulgated from time to time by the Competent Authority or any other authority of State & Central Government e.g. prohibitions of smoking and lighting fires, search of persons on entry and exit, keeping to special routes, etc. Any person found violating the Security Rules laid down will be expelled or liable to punishment without assigning any reason whatsoever and the Contractor shall have no claims on this account. The Contractor shall bear full responsibility for any action arising out of any violation of the Security Rules by any of his persons and also indemnify NACIL (AI) against any action instituted against as a result of such violation.

20.0.0 **LABOUR**

20.1.0 The Contractor shall employ labour in sufficient number either directly or through sub-contractors where such sub-letting is permitted to maintain the required rates of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-In-Charge. The Contractor shall not employ in connection with the works any person who has not completed his eighteenth year of age.

20.2.0 The Contractor shall furnish to the Engineer-In-Charge fortnightly a distribution return of the number and description by trades of the people employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-In-Charge a true statement showing in respect of the second half of the preceding month and first half of the current month (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them (ii) the number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act, 1961, or Rules made there-under and the amount paid to them.

20.3.0 The Contractor shall pay to labour employed by him and in the case of his giving any part of the work on sub-contract he shall ensure and be responsible to see that the sub-contractor pays to labour employed by such contractor wages not less than wages or remuneration as payable under law or any rules, regulations, and orders keeping in view the principle of equal pay for equal work.

20.4.0 The Contractor shall comply with provisions of

Contract Labour (Regulation and Abolition) Act, 1970

Payment of Wages Act, 1936,

Workmen's Compensation Act., 1923,

Industrial Dispute Act, 1947, Minimum Wages Act, 1948,

Employees State Insurance Act, 1948,

Maternity Benefit Act, 1961,

Mines Act, 1952,

Interstate Migrant Workmen (Regulation of Employment & Conditions of Service) or

any amendments/modifications thereof or any other Law relating thereto and rules made there-under from time to time .

- 20.5.0 The Contractor shall be liable to pay his contributions and the employees contributions to the State Insurance Scheme in respect of all labour employed by him for the executions of the Contract in accordance with the provisions of the Employees State Insurance Act, 1948, as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contributions payable, the Engineer-In-Charge shall recover from running bills of Contractor an amount of the Contribution assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.
- 20.6.0 The Engineer-In-Charge shall on a report having been made by an Inspecting Officer as defined in the Contract Labour Regulations have the power to deduct from the monies due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker(s) by reasons of non-fulfilment of Conditions of Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the Terms of Contract or non observance of the said Contract Labour Regulations.
- 20.7.0 The Contractor shall indemnify the Company against any payments to be made under and for observance of the Regulations aforesaid without prejudice to his rights to claim indemnity from his sub-contractor.
- 20.8.0 It shall be the Contractors obligation to comply with all applicable statutory requirements including in particular relating to minimum wages and the dearness allowance and emoluments payable to the employees. It shall be the Contractor's responsibility to furnish each month to NACIL (AI) due compliance of all statutory requirements.
- 20.9.0 In the event of NACIL (AI) incurring any liability by reason of any lapse and / or omission on the part of the Contractor, the Contractor shall, from time to time, and at all times, indemnify and keep indemnified NACIL (AI) against all such liability including the cost thereof on Attorney and client basis.

21.0.0 **SAFETY CODE :**

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

21.2.0 **WATCHING AND LIGHTING :**

21.2.1 The Contractor shall provide and maintain round the clock, at his own expense all lights, guards, fencing and watching when and wherever necessary or required by the Engineer-In-Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

21.3.0 The Contractor shall take all precautions at his own cost by exhibiting necessary/caution boards day and night, red flags, red lights and by providing barriers etc. to avoid accidents. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic and movement of people while executing the work.

21.4.0 In addition to the various provisions in the contract with regard to accidents, the Contractor shall also comply with the procedures of the Company in case of accidents and he shall obtain the details of such procedures of the Company prior to commencement of work from the Engineer-In-Charge. The same shall be displayed by him prominently at site. The Contractor shall ensure that all his representatives and sub-contractors are made aware of all the procedures to be followed by them in case of accidents.

22.0.0 **MODEL RULES FOR LABOUR WELFARE:**

22.1.0 The Contractor shall at his own expenses comply with, or cause to be complied with Model Rules for Labour Welfare as appended to these conditions or Rules framed by the Government from time to time, for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid, the Engineer-In- Charge shall be entitled to do so and recover the cost thereof from the Contractor.

23.0.0 The Contractor will comply with, carry out, observe and perform all the provisions of the Contract Labour (Regulation and Abolition) Act, the Minimum Wages Act, the Payment of Wages Act, the Workmen's Compensation Act, Employees' Provident Fund and Miscellaneous Provisions Act, Employees' State Insurance Act, Maternity Benefit Act, the Model Rules for Labour Welfare, the Safety Code and the provisions relating to the reporting of accidents; and all other applicable Acts, Laws, rules, regulations, and orders, as may be in force from time to time and he shall also ensure and be responsible to see that any sub-contractor to whom he may have sub-contracted any part of the work, also complies with, carries out, observes and performs all the provisions of the aforesaid Acts, Laws,

Rules, Regulations and orders. If the contractor or the sub-contractor shall fail to comply with, carry out, observe or perform or shall commit a breach of any of the provisions of the aforesaid Acts, Laws, Rules, Regulations and orders and the Company thereupon complies with the provisions of the said Acts, Laws, Rules, Regulations and Orders and for that purpose has to make or makes any payment or payments of any nature whatsoever to the Labour employed by the Contractor or by the sub-contractor or the Company suffers any losses, damages, costs, charges or expenses, then the Contractor shall indemnify and keep indemnified the Company against all such payments and against all such losses, damages, costs, charges and expenses and the Contractor shall forthwith on demand by the Company and without demur make good and pay to the Company all such amounts, losses, damages, costs, charges and expenses. If the Contractor or any sub-contractor of his shall fail to comply with, carry out, observe or perform or shall commit a breach of, any of the provisions of the said Acts, Laws, Rules, Regulations and orders and as a result thereof the Company is prosecuted or any legal or other proceedings are taken against the Company and the Company has to pay any amount by way of fine, penalty, compensation, damages or otherwise howsoever or if the Company suffers any other losses or damages then the Contractor shall indemnify and keep indemnified the Company against all such payments which the Company may be required or may have to make whether to the workmen of the Contractor or any sub-contractor or to any other party or parties, or authority or authorities whatsoever and against all such fines, penalties, compensations, damages or other amounts as aforesaid and against all losses, damages, costs, charges and expenses that the Company may suffer, incur or be put to, and the Contractor shall forthwith on demand by the Company and without demur make good and pay to the Company the amounts of all such fines, penalties, compensation, damages and other payments and the amounts of all such losses, damages, costs, charges and expenses, without prejudice to any other rights or remedies which the Company may have against the Contractor for the recovery of the aforesaid amounts mentioned in this clause. The Company shall be entitled to deduct all such amounts from any payments that may be or may become due to the Contractor under this contract or under any other contract or otherwise howsoever. The Engineer-In-Charge shall certify the amount or amounts to be so paid by the Contractor to the Company and his certificate in respect thereof shall be final and binding on the Contractor.

24.0.0 **SITE OFFICE**

The Contractor shall provide at site adequate office accommodation for the Site Engineers of NACIL (AI) including furniture, lighting and ventilation, as directed.

25.0.0 **LABORATORY**

The Contractor shall provide at site if required by Engineer-In- Charge, a testing room/laboratory of adequate size, including necessary equipment, manpower and materials, for carrying out various tests, including field tests.

26.0.0 If at any time during the execution of the work, the Engineer- In-Charge shall require the Contractor to take further boring or carry out exploratory excavation and sampling of the soil at various levels such requirements shall be ordered in

writing and shall be taken to be an additional work. Testing of soil samples shall be carried out by the Contractor as instructed by the Engineer-In-Charge at the Company's expenses. The interpretations of the test results by the Engineer-In-Charge will be final and binding on the contractor.

27.0.0 **SETTING OUT THE WORKS:**

27.1.0 The Engineer-In-Charge shall supply dimensioned drawings, levels and other informations necessary to enable the Contractor to set out the works. The Contractor shall provide all setting out apparatus required and set out the works and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-In-Charge any error found at any stage which may arise through inaccurate setting out unless such error(s) is/are based on incorrect data furnished in writing by Engineer-In-Charge, in which case the cost of rectifications or modifications shall be borne by the Company. The Contractor shall protect and preserve all benchmarks used in setting out the works till the end of Defects Liability Period unless the Engineer-In-Charge directs their removal.

28.0.0 **SITE DRAINAGE :**

28.1.0 All water, which may accumulate on the site during the progress of works or in trenches and excavations from other than the excepted risks shall be removed from the site to the satisfaction of the Engineer-In-Charge, at the Contractor's expenses, unless otherwise specified in the Tender.

29.0.0 **NUISANCE:**

29.1.0 The Contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to others at or near the site of work.

30.0.0 **MATERIALS OBTAINED FROM DISMANTLING OF A STRUCTURE OR FROM EXCAVATION:**

30.1.0 The materials of any kind obtained from dismantling of a structure or from excavation of the site shall remain the property of the Company, unless otherwise specifically provided for in the contract and such materials shall be dealt with according to the instructions in writing issued by the Engineer-In-Charge.

31.0.1 **TREASURE TROVE, FOSSILS ETC:**

31.1.1 All fossils, coins, articles of value or antiquity and structure and the remains or things of geological or archaeological interest discovered on the site or in excavating the same during the progress of the works shall become the property of the Company and upon discovery of such object(s) the Contractor shall forthwith:

31.1.1 Use his best endeavours not to disturb the job and shall cease work if and in so far as the continuance of the work would endanger the object or prevent or impede its excavation or its removal.

- 31.1.2 Take all steps, which may be necessary to preserve the object in the exact position and condition in which it was found.
- 31.1.3 Take reasonable and necessary precautions to prevent his workmen or any other person from removing or damaging such articles or things, and
- 31.1.4 Immediately inform the Engineer-In-Charge of the discovery and precise locations of the object.
- 31.2.0 The Engineer-In-Charge shall issue instructions to the Contractor in regard to what is to be done concerning an object reported by the Contractor under the preceding sub clause and such instructions may require the Contractor to permit the examinations, excavations, or removal by a third party. The Engineer-In-Charge may issue instructions to the Contractor in regard to the removal and disposal of the same at the expenses of the Company. If in the opinion of the Engineer-In-Charge the above activity has involved the Contractor indirect loss of time, the Engineer-In-Charge may allow extension of time for the completion of work equal in period to assessed loss of time on this account. The Contractor shall not be eligible to claim any financial compensation due to any delay caused in this account.
- 32.0.0 The work shall be carried out without causing any damages to the adjoining trees/plants, services, etc. The Contractor shall be responsible for any such damages which shall be made good by him to the satisfaction of the Engineer-In-charge or he shall pay such amount as directed by the Engineer- In-Charge which shall be final and binding.
- 32.1.0 **PROTECTION OF TREES:**
- 32.1.1 Trees designated by the Engineer-In-Charge shall be protected from damages during the course of the works and earth level within one metre of each such tree shall not be damaged. When necessary, such trees shall be protected by providing temporary fencing.
- 33.0.0 **CONTRACTOR'S SUPERVISION :**
- 33.1.0 The Contractor shall employ the following technical staff during the execution of this work.
- 33.1.1 One Graduate Engineer when the cost of work to be executed is more than Rs.15.00 lakhs.
- 33.1.2 One qualified Diploma holder when the cost of work to be executed is more than Rs. 5 .00 lakhs but less than Rs. 15 .00 lakhs.
- 33.2.0 The Technical staff should be always available at site whenever work is going on to take instructions from the Engineer-In-Charge and to supervise and control the works. If the Contractor fails to appoint suitable Technical staff as aforesaid and/or as directed by the Engineer-In-Charge, the Company shall take necessary action as per the various provisions of the contract. The Engineer-In-Charge shall

have full powers to suspend the execution of the works until such date as suitable Technical staff is appointed and the Contractor shall be held responsible for delay so caused to the works. In addition, for such default, the contractor shall be liable to pay a sum of Rs. 3,000/- (Rupees Three Thousand Only) for each month of default in case of Graduate Engineers and Rs. 2,000/- (Rupees Thousand Only) for each month of default in case of Diploma Holders. The decision of the Engineer-In-Charge as to the period for which the required technical staff was not employed by the Contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the Contractor.

34.0.0 **INSPECTION AND APPROVALS :**

34.1.0 All works embracing more than one process shall be Subject to examinations and approval at each stage thereof and the Contractor shall give due notice to the Engineer-In-Charge or his authorised representative when each stage is ready. In default of such notice, the Engineer-In-Charge shall be entitled to appraise the quality and extent thereof.

34.2.0 No work shall be covered up or put out of view without approval of Engineer-In-Charge or his authorised representative and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination of foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer-In-Charge or his authorised representative whenever any such work or foundation is ready for examination and the Engineer-In-Charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundation.

34.3.0 The Company's Officers concerned with the Contract shall have powers at any time to inspect and examine any part of the works and the Contractor shall give such facilities as may be required or such inspections and examinations.

35.0.0 **DUTIES AND POWERS OF ENGINEER-IN-CHARGE AND HIS AUTHORISED REPRESENTATIVES AND OTHER OFFICERS FROM COMPANY**

35.1.0 The duties of the representatives of the Engineer-In-Charge are to watch and supervise the progress of work and to test and examine any materials to be used or workmanship employed in connection with the works. They shall have no authority to order any work involving any extra payment by the Company nor to make any variations in the works except when authorised by the Engineer-In-Charge as provided in Clause 35.2.0.

35.2.0 The Engineer-In-Charge may from time to time in writing delegate to his representative any of the powers and authorities vested in him and shall furnish to the Contractor a copy of all such written delegations of powers and authorities. Any written instructions or written approval given by the representative of Engineer-In-Charge to the Contractor within terms of such delegations shall bind

the Contractor and Company as though it had been given by the Engineer-In-Charge.

35.3.0 Failure of the representative of Engineer-In-Charge to disapprove any work or materials shall not prejudice the power of the Engineer-In-Charge thereafter to disapprove such work or material and to order pulling down, removal or breaking up thereof.

35.4.0 If the Contractor shall be dis-satisfied with any decisions of the representative of the Engineer-In-Charge he shall be entitled to refer the matter to the Engineer-In-Charge who shall thereupon confirm, reverse or vary such decisions.

36.0.0 **REMOVAL OF WORKMEN:**

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

37.0.0 **WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS**

37.1.0 Subject to any provisions to the contrary contained in the Contract, none of the permanent works shall be carried out during night or on Sundays or on authorised Holidays without the permission in writing of the Engineer-In-Charge except when the work is unavoidable or absolutely necessary for the safety of life, property or works in which case the Contractor shall immediately advise the Engineer-In-Charge accordingly.

38.0.0 **COMPLETION CERTIFICATE:**

38.1.0 As soon as the work is completed, the Contractor shall give notice of such completion to the Engineer-In-Charge and within thirty days of receipt of such notice, the Engineer-In-Charge shall inspect the work and shall furnish the Contractor with a Certificate of Completion indicating:

- a) the date of completion
- b) defects to be rectified by the Contractor and/or
- c) items for which payment shall be made at reduced rates.

Wherever the separate periods of completion have been specified for items or groups of items, the Engineer-In-Charge shall issue separate completion certificates for such items or group of items. No certificate of completion shall be issued, nor shall the work considered to be completed till the Contractor shall have removed from Air-India premises on which the work has been executed all scaffolding, sheds, temporary structures and surplus materials except such as are required for rectification of defects, rubbish, all huts and sanitary arrangements required for his workmen on the site in connection with execution of work as shall

have been erected by the Contractor or the workmen and cleaned all dirt from all parts of the Building(s), in, upon or about which the work has been executed or of which he may have had possession for the purpose of execution thereof and cleaned floors, gutters and drains eased doors and sashes, oiled locks and fastenings, labelled keys clearly and handed them over to the Engineer-In-Charge or his representative and made the whole premises fit for immediate occupation or use, to the satisfaction of the Engineer-In-Charge. If the Contractor shall fail to comply with any of the requirements of these conditions as aforesaid on or before the date of completion of the works, the Engineer-In-Charge may at the expense of the Contractor fulfil such requirements and dispose off the scaffolding, surplus materials and rubbish etc. as he thinks fit and the Contractor shall have no claims in respect of any such scaffolding or surplus materials except for any sum actually realised by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the Contractor. If the expense of fulfilling such requirements is more than the amount realised on such disposal as aforesaid the Contractor shall forthwith on demand pay such excess.

38.2.0 If at any time before completion of the entire work, items or group of items for which separate periods of completion have been specified, have been completed, the Engineer-In-Charge with the consent of the Contractor takes possession of any part or parts of the same (any such part(s) being hereafter in this condition referred to as the relevant part) then notwithstanding anything expressed or implied elsewhere in this contract:

- a) Within ten/thirty days of the date of completion of such items or group of items or of possession of the relevant part, the Engineer-In-Charge shall issue completion certificate for the relevant part as in conditions 38.1.0 above provided the Contractor fulfils his obligations under that condition for the relevant part.
- b) The Defects Liability Period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant parts as the case may be.
- c) The Contractor may reduce the value insured under conditions 41.0.0 by the full value of the completed items or relevant part as estimated by the Engineer-In-Charge for this purpose. This estimate shall be applicable for this purpose only and for no other.
- d) For the purposes of ascertaining compensation for delay under condition 39.0.0 in respect of any period during which the works are not complete the relevant part will be deemed to form a separate item or group with date of completion as given in the contract or as extended under condition 10.0.0 and actual date of completion as certified by the Engineer-In-Charge under the condition.

39.0.0 **COMPENSATION FOR DELAY:**

39.1.0 If the Contractor fails to maintain the required progress in terms of condition 10.0.0 or to complete the work and clear the site on or before the contract or

extended date/period of completion, he shall, without prejudice to any other right or remedy of the Company on account of such breach pay as agreed compensation amount calculated at the rate of 1% or such smaller amount as may be fixed by the Competent Authority on the contract value of the work for every day that the progress remains below that specified in condition 10.0.0 or that the work remains incomplete.

- 39.1.1 This will also apply to items or group of items for which separate period of completion has been specified.
- 39.1.2 For this purpose the term contract value shall be the value at contract rates of the work as ordered.
- 39.1.3 Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 15% of the Contract value or 15% of the contract value of the item or group of items of work for which a separate period of completion is given.
- 39.1.4 The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the Company.

40.0.0 **DEFECTS LIABILITY PERIOD:**

- 40.1.0 Any defects, shrinkage, settlement or other faults, which may appear within the DEFECTS LIABILITY PERIOD stated in the CONTRACT ADMINISTRATION PROFORMA or if not stated then within twelve months from the date of completion of the works, arising in the opinion of the Engineer-In-Charge from material or workmanship not in accordance with the contract, shall upon the directions in writing of the Engineer-In-Charge and within such reasonable time as shall be specified therein, be rectified and made good by the Contractor at his own cost and in case of default the Engineer-In-Charge may employ and pay other persons to rectify and make good such defects, shrinkage, settlement or other faults and all damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Engineer-In-Charge or may be deducted by the Engineer-In-Charge from any money due to or that may become due to the Contractor or the Engineer-In-Charge may in lieu of such rectifying and making good by the Contractor, deduct from any moneys due to the Contractor a sum to be determined by Engineer-In-Charge equivalent to the cost of amending such work and in the event of the amount retained under clause 9.3.0 hereof being insufficient, recover the balance from the Contractor together with any expenses the Engineer-In-Charge may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Engineer-In-Charge as provided in Clause 44.1.0 hereof the Contractor shall be liable to make good in the manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this clause and clause 44.1.0 hereof. The Contractor shall remain liable under the provision of this clause notwithstanding the signing of any certificate or the passing of any accounts by the Engineer-In-Charge.

41.0.0 **CONTRACTOR'S LIABILITY AND INSURANCE:**

- 41.1.0 From commencement to completion of the work the Contractor shall take full responsibility for the care thereof and for taking precautions; to prevent loss or damage and to minimise loss or damages to the greatest extent possible and shall be liable for any damage or loss that may happen to the work or any part thereof for any causes whatsoever (save and except the excepted risks) and shall at his own cost repair and make good the same so that at completion the works shall be in good order and condition and in conformity in every respect with the requirements of the contract and instructions of the Engineer-In-Charge.
- 41.2.0 In the event of any losses or damages to the works or any part thereof or to any materials or articles at the site from any of the excepted risks the following provisions shall have effect.
- 42.2.1 The Contractor shall, as may be directed in writing by the Engineer- In-Charge, remove from site any debris and so much of the works as shall have been damaged, taking to the Company's store such Company's articles and/or materials as may be directed.
- 42.2.2 The Contractor shall, as may be directed in writing by Engineer-In-Charge, proceed with the erection and completion of the works under and in accordance with the provisions and conditions of the contract, and
- 42.2.3 There will be added to the Contract sum, the net amount due, ascertained in the same manner as for deviations or as prescribed for payment in respect of re-execution of the works lost or damaged, the replacement of any materials and articles and articles lost or damaged but not incorporated in the works on the day when the loss or damages occurred and the removal by the Contractor as provided above of Company's store articles and/ or materials to the Company's stores and of debris and damaged works referred to therein and the compensations paid him under any law for the time being in force, to any workmen employed by him for any injury caused to him, or to the workmen's legal successors for the loss of workmen's life.
- 41.3.0 Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damages as has been occasioned by any failure on his part to perform his obligations under the contract or not taking precautions to prevent loss or damages or minimise the amount of such loss or damages.
- 41.4.0 Without limiting the obligations and responsibilities under this condition the contractor shall insure the works and all materials at site to their full value against risk of losses or damages from whatever cause arising other than the Excepted Risks. A specific Insurance Policy, covering all such contract/s shall be obtained by the Contractor. The said insurance shall be in the joint name of the Company and Contractor, and the Contractor shall deposit with the Engineer-In-Charge the said Policy or Policies. All monies payable by the Insurance under such policy or policies shall be recovered by the Company and shall be paid to the Contractor in

instalments by the Engineer-In-Charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged in the case as may be.

- 41.5.0 Where the Company building or a part thereof is rented/ permitted to be used by the Contractor, he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-In-Charge shall be final and binding.
- 41.6.0 The Contractor shall at all times indemnify and keep indemnified the Company against all losses and claims for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of the constructions and maintenance of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, provided that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Company against any compensation or damages caused by Excepted Risks. Before commencing execution of the work, the Contractor shall without in any way limiting his obligations and responsibilities under this condition insure against any damage, loss or injury which may occur to any property (excluding that of the Company but including the Company's building rented to the Contractor wholly or in part thereof and any part of which is used by him for storing combustible materials) or to any person (including any employees of the Company) by or arising out of carrying out of the contract .
- 41.7.0 The Contractor shall at all times indemnify the Company against all claims, damages or compensations under the provisions of payment of Wages Act of 1936, Minimum Wages Act, 1948, Employees Liability Act 1938, the Workmen's Compensation Act of 1973, Industrial Dispute Act of 1947 and Maternity Benefit Act of 1961 or any amendments or modifications thereof or any provisions thereof or any other law relating thereof and rules made there under from time to time or as consequence of any accident or injury to any workmen or other persons in or about the works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of the Company, its agents or servants and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accidents or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claims without limiting his obligations and liabilities as above provided the Contractor shall insure against all claims, damages or compensations payable under the Workmen's Compensations Act of 1973, or any modifications/ amendments or any other law relating or provisions relating thereof.
- 41.8.0 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-In-Charge has agreed to their cancellations.
- 41.9.0 The Contractor shall prove to the Engineer-In-Charge from time to time that he has taken out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the expiry of the defects liability period.

- 41.10.0 The Contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the Company resulting from their failure to obtain adequate insurance protections in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer- In-Charge.
- 41.11.0 If the Contractor and/or his sub-contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms and in any such case the Company may without being bound to, effect and keep in force any such insurance and pay such premium as may be necessary for the purpose and from time to time deduct the amount so paid by the Company from any monies due or which may become due to the Contractor or recover the same as a debt from the Contractor.
- 41.12.0 Contractors are required to take Contractors All Risk (CAR) Policy jointly in the name of NACIL (AI) and the Contractor, with NACIL (AI)'s name appearing first in the policy. The total Insurance Coverage provided under this policy will be the value of the Contract. Such policies shall remain valid for the period of the contract and authorised extension, if any, and also the period mentioned as Defects Liability period. The Contractors need not insure against public Liabilities as indicated in Clause 41.6.0 of Conditions of Contract.
- 41.12.1 Contractors are also required to take Workmen’s Compensation Policy covering all the workmen engaged by them either directly or through sub-contractors/labour Contractors. Such Policy shall also be for the period of contract and Defects Liability Period as indicated in the contract agreement.
- 41.13.0 MAINTENANCE WORKS :
- 41.13.1 In case of Maintenance contract since all the premises are already covered under a separate Insurance Coverage taken out by Air-India, it will be adequate if the Contractors take out workmen’s Compensation Policy, covering all their workmen. In this case Contractors All Risk Policy is not necessary. The Workmen’s Compensation Policy shall cover the period of contract since Defects Liability period is not applicable for such maintenance contracts. The Contractor need not insure against Public Liabilities as indicated in Clause 41.6.0 of Conditions of Contract.
- 42.0.0 FACILITIES TO OTHER CONTRACTORS :
- 42.1.0 The Contractor shall in accordance with the requirements of the Engineer-In-charge afford all reasonable facilities to other Contractors engaged contemporarily on separate contracts in connection with the works and for departmental labour and labour of any other properly authorised authority or statutory body which may be employed at the site on executions of any work not included in the contract or of any contract which the Company may enter into in connection with or ancillary to the works.

43.0.0 NOTICES TO LOCAL BODIES :

43.1.0 The Contractor shall comply with and give all notices required under any Government Authority, instrument, rule or order made under any act of Parliament, State Laws or any regulations, or bye-laws of any local authority relating to the works. The relevant provisions of contract shall be applicable for the same. He shall before making any variations from the contract drawings necessitated by such compliance give to the Engineer-In-Charge a written notice giving reasons for the proposed variations and obtain the Engineer-In-Charge's instructions therein.

43.2.0 The Contractor shall pay and indemnify the Company against any liability in respect of any fees or charges payable under any Act of parliament, State Laws or any Government instructions/ rule and order and any regulations or bye-laws of any local Authority in respect of the works.

43.3.0 The Contractor shall obtain at his own expenses, all required permissions and licences and pay all fees payable to the respective authorities in connection with constructing and maintaining all his temporary structures, temporary electrical and water supply at site for construction purposes, during the entire period of construction. All aspects of temporary works including their stability shall be the sole and ultimate responsibility of the Contractor.

43.4.0 With the prior approval of the Company and if permitted the Contractor shall at his own expenses, obtain such licence or licences as and if required for storing and using explosives and shall follow all Rules and Regulations of Government and other concerned authorities in connection thereof. The Company shall not, in any way, be responsible whatsoever in connection with the storage and use of such explosives on the work and it shall be the full responsibility of the Contractor for any accidents or damage occurring thereby.

44.0.0 SUB-CONTRACTS :

44.1.0 The whole of the works included in the contract shall be executed by the Contractor to whom the work is entrusted and the Contractor shall not directly or indirectly transfer, assign or underlet the contract or any part/share thereof or any interest therein without the prior written consent of the Competent Authority and no undertaking shall relieve the Contractor from the full and entire responsibilities of the Contract or from active superintendence of the works during the progress.

45.0.0 INSTRUCTION :

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

45.2.0 All instructions, notices and communications etc under the contract shall be given in writing and if sent by registered post to the last known place of abode or

business of the Contractor shall be deemed to have been served on the date when in the ordinary Course of post these would have been delivered to him.

- 45.3.0 The Contractor or his Agent shall be in attendance at the site(s) during all working hours and shall supervise/superintend the execution of works with such additional assistance in each trade, as the Engineer-In-Charge may consider necessary. Orders given to the Contractor's Agent shall be considered to have the same force as if they have been given to the Contractor himself.
- 45.4.0 The Engineer-In-Charge shall communicate or confirm his instructions to the Contractor in respect of the execution of work in a "work site order book" maintained in the Office of the Engineer-In-Charge and the Contractor or his authorised representative shall confirm receipt of such instructions by signing the relevant entries in: the book.
- 45.5.0 Any instructions issued by the Engineer-In-Charge orally shall be of no immediate effect but shall be confirmed in writing by the Contractor to the Engineer-In-Charge within seven days and if not dissented from in writing by the Engineer-In-Charge to the Contractor within 7 days from receipt of Contractor's Confirmation, shall take effect as from the expirations of the latter said seven days.
- 45.5.1 Provided always that (a) if the Engineer-In-Charge within seven days of giving such oral instructions shall himself confirm the same in writing, then the Contractor shall not be obliged to, to confirm as aforesaid, and the said instructions shall take effect as from the date of Engineer-In-Charge's confirmation. and (b) provided that if neither the Contractor nor the Engineer-In-Charge shall confirm such oral instructions in the manner and at the time aforesaid, but the Contractor shall nevertheless comply with the same then the Engineer-In- Charge may confirm the same in writing at any time prior to the issue of the Final Certificate and the said instructions shall thereupon be deemed to have taken effect on the date on which it was issued.
- 46.0.0 **FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE.**
- 46.1.0 If at any time after acceptance of the Tender the Company shall decide to abandon or reduce the Scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-In-Charge shall give notice in writing to the effect to the Contractor and the Contractor shall have no claim to any payment of Compensations or other issues 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.
- 46.2.0 If any materials supplied by the Company are rendered surplus the same except normal wastage shall be returned by the Contractor to the Company at rates not exceeding those at which these were, originally issued.

43.3.0 **TERMINATION OF CONTRACT FOR DEATH**

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

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

47.1.0 If the Contractor

- a) at any time makes default in proceeding with the work with due diligence and continues to do so after a notice in writing within 7 days from the Engineer-In-Charge or
- b) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-In-Charge, or
- c) Fails to complete tile works or items of works within individual/ particular date of completion on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-In-Charge, or
- d) shall offer or give or agree to give to any person in Company's service or to any other person on his behalf any gift or considerations of any kind as an inducement or reward for doing or for bearing to do or for having done or fore borne to do any act in relation to obtaining or execution of this or any other contract for the Company, or
- e) shall obtain a contract with the Company as a result of cartel tendering or other non-bonafide methods of competitive tendering or
- f) shall obtain/enter into a contract with the company in connection with which commission has been paid or agreed to be paid by him to his knowledge, unless the particulars of any commission and the terms of payments thereof have previously been disclosed in writing to the Competent Authority/Engineer-In-Charge or

- g) Being an individual or if a Firm, any partner thereof shall at any time, being adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceeding for liquidations or composition (other than a voluntary liquidations 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 compositions or arrangement for the benefit of his creditors or purport so to do, or if any applications -e 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 creditor or
- h) Being a Company shall pass a resolution or the court shall make an order for the liquidations of its affairs or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture- holders to appoint a receiver or Manager, or
- i) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days or
- j) Assigns, transfers, sublets (engagement of labours on a piece work basis or of labour with materials not to be incorporated in the works shall not be deemed to be sub-letting) or attempts to assign, transfer or subject the entire works or any portion thereof without prior approval of the Competent Authority.

The Competent Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Company by written notice cancel the contract as a whole or only such items of work in default from the Contract.

47.2.0. The Competent Authority shall on such cancellations have power to:

- a) Take possession of the site and any materials, constructional plant/building etc, implements, stores etc. thereon and/or
- b) Carry out the incomplete work by any means either itself or through other agencies at the risk and cost of Contractor and to recover the total cost including damages from the contractor and/or adjust the same against any dues payable to the contractor.
- c) Employ labour paid by the Company and supply materials hire and operate necessary tools, plants and machinery, to carry out the works or any part of the work, debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price, rates and charges certified by the Engineer-in- Charge shall be final and conclusive against the Contractor), and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it has been carried out by the Contractor under the terms of his contract. The certificate of the Engineer-in-Charge as to the value of the work done shall be final and

conclusive against the Contractor, provided always that, action under the sub-clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the Company are less than the amount payable to the Contractor at his agreement rates, the difference should not be paid to the Contractor.

In the event of anyone or more of the above courses being adopted by the Engineer-In-charge, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract.

- 47.3.0. On cancellation of the contract in full or in part the Engineer-In-Charge shall determine what amount if any, is recoverable from the Contractor for completion of the works or part of the works or in case of the works or parts of the works is not to be completed, the loss or damage suffered by the Company. In determining the amount, credit shall be given to the contractor for the value of work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the works and use of tackle and machinery belonging to Contractor.
- 47.4.0. Any excess expenditure incurred or to be incurred by the Company in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Company as aforesaid after allowing such credit shall be recovered from any monies due to the Contractor on any account and if such monies are not sufficient the Contractor shall be called in writing to pay the same within 30 days .
- 47.5.0. If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days the Engineer-In-Charge shall have the right to sell any or all of the Contractor's unused materials, construction plant, implements, temporary buildings, etc. and apply the proceeds of the sale thereof towards the satisfaction of any sums due from the Contractor under the contract and if there after there be any balance outstanding from the Contractor it shall be recovered in accordance with the provisions of the Contract.
- 47.6.0. Any sums of excess of the amounts due to the Company and unsold materials, construction plant, etc. shall be returned to the Contractor, provided always that if the cost or anticipated cost of completion by the Company of the work or part of the work is less than the amount which the Contractor would have been paid had he completed the works or part of the works such benefits shall not accrue to the Contractor.
- 48.0.0. LIABILITY FOR DAMAGE, DEFECTS, OR IMPERFECTIONS AND RECTIFICATIONS THEREOF: ---
- 48.1.0. If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc. continuous to the premises or which the work or any part of it is being executed or if any damage shall happen to the work while in progress, the contractor shall upon receipt of a notice in writing in the behalf make the same good at his own

expenses. If it shall appear to the Engineer-In-charge or his representative at any time during the construction or re-construction or prior to expiration of Defects Liability Period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, or that any defect, shrinkage or other faults have appeared in the work arising out of defective or improper materials or workmanship, the Contractor shall upon receipt of a notice in writing in that behalf from the Engineer-In-Charge forthwith rectify or remove and reconstruct the work as specified in whole or in part as the case may require or as the case may be and/or remove the materials or articles so specified and provide other proper and suitable material or articles at his own expenses, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer-In-Charge in his notice aforesaid the Engineer-In-Charge may rectify or remove and re-execute the work and/or remove and replace with others the materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.

48.2.0. In case of repairs and maintenance works, splashes and droppings from white washing, painting etc. shall be removed and surfaces cleared simultaneously with completing of these items of work in individual rooms, quarters or premises etc. where the work is done without waiting for completion of all other items of work in the contract. In case the contractor fails to comply with the requirements of this condition the Engineer-In-Charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-In-Charge shall give three days notice in writing to the Contractor.

49.0.0. URGENT WORKS:

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

50.0.0. CHANGES IN CONSTITUTION

50.1.0. Where the contractor is a partnership firm, prior approval in writing of the Competent Authority shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If prior approval, as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of condition 44.1.0. hereof and the same action may be taken and the same consequence shall ensue as provided for in the said condition 44.1.0.

51.0.0. TRAINING OF APPRENTICES:

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

52.0.0. RECORDS AND MEASUREMENTS:

52.1.0. The Engineer-In-Charge shall except as otherwise stated ascertain and determine by measurements the value of work done, in accordance with the Contract.

52.2.0. All items having financial value shall be entered in the Measurement book, level book etc. prescribed by the Company so that a complete record is obtained of all works performed under the contract.

52.3.0. Measurements shall be taken jointly by Engineer-In-Charge or his authorised representatives and by the Contractor and/or his authorised representatives.

52.4.0. Before taking measurements of any work the Engineer-In-Charge or the representative deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send one authorised representative for measurements after such notice or fails to countersign or to record the objections within a week from the date of measurement, then in any such event, measurements taken by the Engineer-In-Charge or by a person deputed by him shall be taken to be correct measurement of the work,

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

52. 6.0. Measurements shall be signed and dated by both the parties on the site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the Company a note to that effect shall be made in the Measurement Book against the items objected to and such note shall be signed and dated by both the parties engaged in taking the measurements.

52.7.0. Where, for proper measurements of the work, it is necessary to have an initial set of levels or other measurements taken, the same as recorded in the authorised field book or measurement book of the Company, by the Engineer-In-Charge or his authorised representatives, will be signed by the Contractor, who will be entitled for true copy of the same, made at his cost. Any failure on the part of the Contractor to get such levels, etc. recorded before starting the work will render him liable to accept the decision of the Engineer-In-Charge as to the basis of taking measurements.

53.0.0. METHODS OF MEASUREMENT:

53.1.0. Except where any general or detailed description of work in Schedule of Quantities expressly shows to the contrary, schedule of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in specifications notwithstanding any provisions in the relevant standard Method of Measurement or any general or local custom. In the case of items, which are not covered by the Specifications, measurements shall be taken in accordance with the relevant Standard Method of Measurement, issued by the Indian Standard Institution.

54.0.0. PAYMENT OF RUNNING ACCOUNT BILLS:

54.1.0. Running Account bills shall be submitted by the Contractor at intervals mentioned in CONTRACT ADMINISTRATION PROFORMA. The Engineer-In-Charge shall then arrange to have the bill verified by taking or causing to be taken where necessary the requisite measurements of the work.

54.2.0. Payment of Running Account Bills for amount admissible shall be made on the Engineer-In-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the following;

54.2.1. All work executed, after deducting there from the amounts already paid, the Security Deposit and such other amounts as may be deductible or recoverable in terms of the Contract.

54.2.2. 75% (Seventy Five percent) of the cost (as assessed by the Engineer-In-Charge) of any materials which are in the opinion of the Engineer-In-Charge reasonably required in accordance with the contract and have been brought to site for incorporation in the works and should safeguard against loss due to any cause whatsoever to the satisfaction of the Engineer-In-Charge but have not been so incorporated, provided the Contractor provides insurance Cover for the full cost of perishable materials.

54.2.3. The advance payments under 54.2.2 above shall be adjusted as and when materials are utilised in the works.

54.2.4. The amount admissible shall be paid within time limit specified in the CONTRACT ADMINISTRATION PROFORMA.

54.2.5. Any Running Account Bill given relating to work done or materials delivered may be modified or corrected by the subsequent Bills or by the Final Bill. No payment shall of itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.

55.0.0. TIME LIMIT FOR PAYMENT OF FINAL BILL:

55.1.0. Final Bill shall be submitted by the Contractor within 3 months of physical completion of works. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no

dispute and of items in dispute, for quantities and at rates as approved by the Engineer-In-Charge shall be made within the period specified in CONTRACT ADMINISTRATION PROFORMA, the period being reckoned from the date of receipt of the bill by the Engineer-In-Charge or date of completion certificate whichever is later.

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

56.0.0. OVER PAYMENTS AND UNDER PAYMENTS:

56.1.0. Whenever, any claim for the payment of a sum of money to the Company arises out of or under this contract against the Contractor the same may be deducted by the Company from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that under any other contract with the Company or from any other sums due to the Contractor from the Company which may be available with the Company or from his Security Deposit or he shall pay the claim on Demand .

56.2.0. The Company reserves the right to carry out post payment audit and technical examinations of the final bill including all supporting vouchers, abstracts etc. the Company further reserves the right to enforce recovery of any overpayments when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as items of dispute before an Arbitrator appointed under condition 57.0.0 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award .

56.3.0. If as a result of such audit and/or technical examinations any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Company from the Contractor by any or all methods or mode of recovery as prescribed above or if under payment is discovered, the amount shall be duly paid to the Contractor by the Company.

56.4.0. Provided that the aforesaid right of the Company to adjust overpayment against amounts due to the Contractor under any other Contract with the Company shall not extend beyond a period of two years from the date of payment of final bill or in case the final bill is a minus bill, from the date of the amount payable by the Contractor under the minus final bill is communicated to the Contractor.

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

51.0.0. ARBITRATION AND LAWS:

57.1.0. Except where otherwise provided for in the Contract all questions and disputes relating to the meaning of specifications, designs, drawings and instructions herein

before mentioned and as to the quality of workmanship of materials used on the works or as to any other questions, claims, rights, matters or things 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 work or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of the Managing Director of NACIL (AI) or if there be no such Chief Executive having this designation, then to the Chief Executive for the time being, whatever may be his designation. If the Managing Director or such other Chief Executive is unable or unwilling to act, then the reference will be to the sole arbitration of some other employee of NACIL (AI) appointed by him to act as such arbitrator. There will be no objection that the Arbitrator so appointed is an employee of Air -India or that he had to deal with the matters to which the contract relates or that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to, whom the matter is originally, referred being transferred or vacating his office or being unable to act for any reason the Managing Director or the Chief Executive as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another employee of NACIL (AI) to act as arbitrator. Such employee shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than the Managing Director or the Chief Executive or any employee appointed by either of them as aforesaid shall act as arbitrator.

- 57.2.0. Subject as aforesaid the provisions of the Arbitration Act, 1940, or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- 57.3.0. It is a term of this contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts if any, claimed in respect of such dispute.
- 57.4.0. The Arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award.
- 57.5.0. The work under the contract, shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.
- 57.6.0. The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both parties fixing the date of the first hearing.
- 57.7.0. The arbitrator shall give a separate reasoned award in respect of each dispute or difference referred to him.
- 57.8.0. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.
- 57.9.0. The award of the arbitrator shall be final, conclusive and binding all parties to this contract.

- 58.0.0. This Contract shall be governed by Indian Laws for the time being in force and the provisions and all sub-sections and sections and also the Government Central and State Orders/ Amendments etc.
- 59.0.0. All disputes or differences whatever arising between the parties out of or relating to the construction, meaning or operation or effect of this contract or the breach thereof shall be settled by Arbitrator in accordance with the rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
- 59.1.0. In all cases where the amount of the claim in dispute is Rs. 50,000/- or 1% of Tender Value whichever is more the Arbitrator shall give reasons in writing for the award.
- 59.2.0. It is also a term of the Contract that if the Contactor(s) does/ do not make any demand for Arbitration in respect of any claim(s) in writing within 90 days of receiving the intimation from the Engineer-In-Charge that the bill is ready for payment, the claim of the contractor(s) will be deemed to have been waived and absolutely barred and the Company shall be discharged and released of all liabilities under the Contract in respect of these claims.
- 60.0.0. The Contractor shall provide and do everything necessary for the proper execution of the works according to the true intent and meaning of the drawing, specifications and other contract documents taken together whether the same may or may not be particularly shown on the drawings or described in the Schedule of Quantities etc., provided that the same can be reasonably inferred there from. No extra charges in respect of extra work shall be allowed unless they are clearly outside the spirit and meaning of the contract or unless such works shall have been ordered in writing by the Engineer-In-Charge.
- 61.0.0. DRAWINGS
- The contract drawings, if any, together with the specifications and other contract documents are intended to show and explain the manner of executing the works and to indicate the type and class of materials to be used. The Contractor shall perform all works including any urgent and temporary works, fully contingent on the work, in substantial and acceptable manner in accordance with the contract documents and in accordance with such further explanatory drawings, details and instructions as may, from time to time, be given by the Engineer-In-Charge.
- 62.0.0. The Company shall supply to the Contractor reasonably complete engineering drawings. All the drawings required for the complete execution of the work will not be released simultaneously but in stages during and according to the progress of the work.
- 63.0.0. If on handing over the site or at any time thereafter during the execution of the works, the contractor considers that any drawing/information necessary for the execution of the work has not been provided and/or any other matter which affects

the progress of the work, he shall immediately, inform the Engineer-In-Charge in writing giving all details.

- 64.0.0. Bar bending schedule and shop drawings required for proper execution of the work shall be prepared by the Contractor and submitted well in advance to the Engineer-In-Charge to permit scrutiny, corrections, re-submissions and final approval without causing any delay in the construction work. It shall be noted that the bar bending schedules and shop drawings shall be reviewed only for strength and not for numbering of or dimensional accuracy of fit.
- 65.0.0. The Contractor shall prepare and submit to the Engineer-In-Charge, drawings and details of formwork and staging to be used for temporary works. Such submission shall be well in advance of the execution of the items concerned so that the Engineer-In-Charge/ reviewing agencies shall have adequate time to examine the proposals. The Engineer-In-Charge/reviewing agencies may however approve the system or instruct the Contractor to make modifications therein. Such modifications shall be incorporated by the Contractor without claiming any extras. It shall however, be distinctly understood that notwithstanding the reviews, suggestions and modifications incorporated, if any, the sole and ultimate responsibility, for the stability and performance of the form work and staging, shoring and strutting for works below ground level, scaffolding, etc. and all other temporary works, shall be that of the Contractor.
- 66.0.0. Any shoring, strutting and timbering required for protecting the sides of excavation and ensuring the safety of workmen and equipments shall be done by the Contractor at his own cost. The Contractor shall be responsible for the design of the shoring, which shall be strong enough to resist side thrust and prevent slips, bows and damage to adjacent works and property. It shall be removed as directed after the items of work for which it is required are completed. Adequate protective measures shall also be taken by the Contractor to see that the excavation for foundation, basement etc. does not affect or damage adjoining structures and services. All measures required for ensuring stability of excavation and safety of property and people in the vicinity shall be taken by the Contractor at his own cost, he being entirely responsible for any injury to life and damage to property caused by his negligence or accident due to his constructional operations.
- 67.0.0. When the height from top of floor to top of upper slab is 3.5 metres and above or at locations which in the opinion of the Engineer-In-Charge are of similar nature, in which case the opinion of the Engineer-In-Charge is final and binding on the Contractor, only proper and standard steel props shall be used for the slab as well as beams centering. All RCC works shall be carried out with plywood or steel shuttering of approved thickness and quality. However, the Engineer-In-Charge may allow in his sole discretion, the use of proper timber props/planks and in such cases the decision of the Engineer-In-Charge shall be final and binding on the Contractor. Notwithstanding the approval, if any, of the Engineer-In-Charge to the shuttering and centering and all other temporary works, the sole and ultimate responsibility for their erection, removal, stability and performance, shall be that of the Contractor.

68.0.0. CONTRACTOR TO SUPPLY ALL MATERIALS, TOOLS, PLANT AND EQUIPMENT. LADDERS, SCAFFOLDING ETC.

68.1.0. The Contractor shall supply and provide at his own cost all materials (except such materials stipulated for issue by the Company in the CONTRACT ADMINISTRATION PROFORMA) tools, plant and equipment, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of Engineer-In-Charge as to any matter as to which under the contract he is entitled to be satisfied or which he is entitled to require together with carriage thereof 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 the works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the works and materials. Failing his so doing, the same may be provided by the Engineer-In-Charge at the expense of the Contractor and the expenses as may be deducted from any money due to the Contractor, under the Contract and/or from his security deposit or the proceeds of sale thereof or of sufficient portions thereof or he shall pay the claim on demand.

68.2.0. STORAGE OF MATERIALS :

68.2.1. Materials required for the works whether brought by the Contractor or supplied by the Company shall be stored by the Contractor only at places approved by Engineer-In-Charge. Storage and safe custody of the material shall be the responsibility of the Contractor.

68.3.0. The Contractor shall prepare a plan showing the location of cement shed, and the areas indicating the storage of various consumable materials like bricks, sand, metal aggregates, pipes etc. to avoid double handling of such materials in the event the Employer needs a particular area for his use, also to avoid wastage of times. The contractor would be responsible for the delay caused, due to defaulting the requirements of this clause. The Contractor shall store all the other materials in a proper manner to avoid contamination and deterioration, at places at site approved by the Engineer-In-Charge. Should the place where material is stored by the contractor be required by the Engineer-In-Charge for any other purpose, the contractor shall forthwith remove the material from the place at his own cost and clear the place for the use of the Engineer-In-Charge.

68.4.0. The areas earmarked for storing materials shall be provided by the Contractor with proper protection at the bottom to prevent spillage of materials outside the demarcated areas.

69.0.0. MATERIALS TO BE PROVIDED BY THE CONTRACTOR

69.1.0. The Contractor shall at his-own expense. provide all materials required for the work.

- 69.2.0. All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and where such specifications do not exist for any material to be provided by the Contractor, the same shall be as per the latest relevant IS Codes. The Contractor shall if requested by the Engineer-In-Charge, furnish proof to the satisfaction of the Engineer-In-Charge that the materials so comply. For materials, which are neither covered in the specification nor in the latest relevant IS Codes; the same shall be supplied as per sound engineering practice as directed by the Engineer- In-Charge whose decision in this regard shall be final and binding on the Contractor.
- 69.3.0. The Contractor shall at his own expense and without delay, supply to the Engineer-In-Charge samples of materials, proposed to be used in the work. If the samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-In-Charge for his approval from samples complying with the specifications laid down in the contract.
- 69.4.0. Except those tests covered under Clause 26.0.0, the Engineer- In-Charge may ask the Contractor for any tests including field tests to be performed on any construction material including materials supplied by the Company whether such tests have been specified or not. All such tests shall be performed entirely at the Contractor's expenses including cost of materials, wastage, cartage, other incidental expenditure involved, testing charges etc. either at site or elsewhere as directed by the Engineer-In-Charge. The opinion of the Engineer-In-Charge on the mode of testing and the interpretation of the results thereof shall be final and binding on the Contractor and shall be without appeal.
- 69.5.0. Company's officials connected with the contract, shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or at other place(s) where such materials are assembled, fabricated, manufactured or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.
- 69.6.0. The Contractor shall give sufficient advance notice of placing orders so as to permit tests to be completed before the materials are incorporated in the work and he shall afford such facilities as the Engineer-In-Charge may require for collection and forwarding samples etc. The Contractor shall not make use of, or incorporate in the work, the materials, represented by the samples, until tests have been made. Materials not conforming to the specifications will be rejected by the Engineer-In-Charge. The Contractor shall submit the samples for various items e.g. murum, aggregates, flush doors, steel and aluminium windows/ ventilators, pipes of all types, wire fabric, tiles, fittings of all types, plumbing and sanitary ware etc., well in time for approval of the Engineer-In-Charge. The materials brought on site shall conform to their approved samples. Fresh samples shall be deposited with the Engineer-In-Charge for his approval whenever the type or source of any material changes.
- 69.7.0. The Engineer-In-Charge shall have full powers to require removal of any or all of the materials brought to the site by the Contractor which are not in accordance with the contract specifications or do not conform in character or quality to

samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer-In - Charge shall be at liberty to have them removed by other means. The Engineer-In-Charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other resources. All costs which may attend upon/incurred upon such removal and/ or substitution shall be borne by the Contractor.

69.8.0. The Contractor shall indemnify the Company or any employee of the Company against any action, claim or proceeding, relating to infringement or use of any patent or design or any alleged patent design rights and shall pay any royalties or other charges which may be payable in respect of any articles or materials or part thereof included in the Contract. In the event of any claim being made, or action being brought against the Company or any agent, servant or employee of the Company in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof.

69.8.1. Provided that such indemnity shall not apply when such infringement has taken place in complying with specific directions issued by the Company but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and/ or specifications issued after submission of the Tender.

69.8.2. All other taxes, levies and duties on materials, labour and partially/fully completed works shall be borne by the Contractor.

70.0.0. MATERIALS TO BE SUPPLIED BY THE COMPANY

70.1.0. The Stores/Materials to be supplied by the Company and their issue rate etc. as given in the CONTRACT ADMINISTRATION PROFORM shall be filled in and completed before the tender is issued by the issuing authority. However, if a tender is issued to an intending tenderer without having been so filled in and completed, he shall request the issuing authority to have the same done before he completes and delivers his tender. In case the Contractor fails to comply with the above, the same shall be filled in and completed by the issuing authority after receipt of tender and the same shall be final and binding on the Contractor.

70.2.0. If it is required that the Contractor shall use certain stores/ materials to be supplied by the Company, as shown in the CONTRACT ADMINISTRATION PROFORMA, the Contractor shall be supplied such stores/n1aterials at the said place of delivery as are from time to time required to be used for the purpose of the contract only. The materials shall be normally issued during the working hours of the Company. However, the Contractor is bound to take the delivery beyond normal working hours or on Sundays or on authorised holidays, at no extra cost, if instructed by the Engineer-In-Charge. The value of the full quantity of materials and stores so supplied at the issue rate specified in the said CONTRACT ADMINISTRATION PROFORMA shall be deducted by the Company from any sum due to the Contractor under this contract and failing that under any other contract with the Company or from any other sums due to the Contractor from the Company which may be available with Company or from his Security Deposit or

he shall pay the claim on demand. Notwithstanding anything to the contrary contained in any other clause of the contract, all stores /materials so supplied to the Contractor or procured with the assistance of the Company shall remain the absolute property of the Company and Contractor shall be the trustee of the Stores/ materials and the said stores/materials shall not be removed, disposed off from the site of the work on any account and shall be at all times open to inspection by the Officers of the Company. The Contractor shall be fully responsible for proper receipts, storage, accounting and safe custody of the said materials/stores.

- 70.3.0. On being required to return the stores/materials, issued by the Company, the Contractor shall hand over the stores /materials on being paid or credited such price as the Engineer-In-Charge shall determine, having due regard to the condition of the stores / materials. The price allowed to the Contractor however, shall not exceed the issue rate. The decision of the Engineer-In-Charge shall be final and conclusive. In the event of breach of the storage condition, the Contractor shall in addition to throwing himself open to account for contravention of the terms of the licence or permit and/ or for original breach of trust, be liable to the Company for all advantages or profit resulting or which in the course would have resulted to him by reason of, such breach. The Contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof of all or any such materials and stores. For completion of work the Contractor shall be entitled to such extension of time as may be determined by the Competent Authority whose decision in this regard shall be final.
- 70.4.0. If for any reason, whatsoever, the Company is not able to supply the materials which the Company has agreed to supply, the Contractor may be authorised to procure the same after obtaining written approval from the Engineer-In-Charge and after following the usual procedures of the Company. Such authority may be given provided the Contractor intimates the Engineer-In-Charge in writing, sufficiently in advance, the necessity of and urgency for procuring such material by the Contractor without which the project is likely to be delayed. The difference in the actual cost paid by the Contractor (inclusive of all taxes and duties and exclusive of all other as charges such as office expenditure of the Contractor, transportation charges, incidental charges, etc.) and the cost based on the issue rate specified in the CONTRACT ADMINISTRATION PROFORMA shall only be reimbursed to or deducted from the Contractor. The Contractor shall bear all charges and expenses other than taxes and duties as mentioned above. The necessary cash memos/ bills/ vouchers/ challans, etc. shall be produced by the Contractor to the Engineer- In-Charge within 7 days of procurement of such materials. Even in such cases the items of work shall continue to be paid to the Contractor at tendered rates. The Contractor shall not be entitled to any other claim, compensation or damage, whatsoever, in this respect. The Contractor shall on no account be entitled for any compensation for delay on part of the Company in arranging or procuring or authorising for materials and stores. However, he shall only be entitled to extension of time, as per the Conditions of Contract.
- 70.5.0. Any material supplied by the company and remaining unutilised on the work if it in good condition, acceptable to the Engineer-In-Charge, shall be returned by the

Contractor, at his own cost to a place and at a time, to be directed by the Engineer-In-Charge. The decision of the Engineer-In-Charge in this respect shall be final.

71.0.0. SUPPLY OF CEMENT

71.1.0. The cement supplied by the company shall be of any type (ordinary Portland / pozzolona or any other type conforming to relevant ISI specifications). The rate of issue, place of issue, etc. are given in the “CONTRACT ADMINISTRATION PROFORMA”. The rate of issue shall be for issue at the place of issue mentioned in the said “CONTRACT ADMINISTRATION PROFORMA”. The issue rate of cement is inclusive of the cost of jute/paper bags. The cement shall be carted to the site from the place of issue by the Contractor at his own cost including loading, unloading, incidental charges, storage, safe custody, etc. No extra claim shall be entertained on this account. The Contractor shall provide double locking system for the cement storage shed.

71.2.0. The weight of one bag of cement will be taken as 50 Kg. irrespective of the fact that the actual weight may differ from 50 Kg. No claim on account of this variation shall be entertained. The Contractor’s quoted rates for all items shall cover such short measure in supply, if any. It shall be the responsibility of the Contractor to ensure the standard quality of collected by him. The responsibility for difference in weight, if any, of cement per bag for mixing the sane in concrete shall be of the Contractor and no extra claim shall re entertained in this respect.

71.3.0. The Contractor shall make all arrangements, at his own cost, towards receipt and proper storage, immediately on receipt of intimation from an officer of the Company including on holidays and after office hours.

72.0.0. After the completion or the termination of the contract, the theoretical quantity of cement shall be computed on the basis of the Company’s practice showing the quantity of cement to be used in different items of work. Over this theoretical quantity of cement required either on completion of work or at the stage of determination of contract for items executed and measured the following variations will be allowed:

<u>Theoretical Quantity of Cement Required</u>	Allowable % variation (plus / minus)
i) Upto 75 M.Ton	5%
ii) Above 75 Mt & Upto 200 Mt	4%
iii) Above 200 M.Ton	3%

Any difference in the quantity of cement actually issued to the Contractor and the theoretical quantity including authorised variations, if not returned by the Contractor, in perfectly good and acceptable condition, shall be recovered at twice the issue rate without prejudice to the provisions of the relevant conditions regarding the return of store/materials governing the contract. In the event the quantity of cement used is less than the quantity ascertained as herein provided, (allowing variations on the minus side as stipulated above), the cost of quantity of cement not so used shall be recovered from the contractor at the stipulated issue rate in addition to the action taken otherwise against the contractor for less use of

cement. The provisions made above are without prejudice to the right of the Company to take action against the Contractor under the Conditions of Contract for not doing the work according to the specifications, etc.

73.0.0. CEMENT' GODOWN

73.1.0. The Cement Godown shall be constructed by the Contractor at his own cost. The Cement Godown shall have weatherproof roofs, walls and floor.

73.2.0. The minimum capacity of the godown shall be such that the Contractor can sufficiently progress the work as per specifications and programme. The cement issue shall be regulated on the basis of "First Receipt" to go as "First Issue". The godown shall also have the capability of separately stacking each consignment of cement. Proper boards shall be displayed against each stack indicating the date of receipt, quantity received, balance on date and details of test report.

73.3.0. Cement bags shall be stored in separate godown. Proper record of the day to day receipts and issue of cement shall be maintained by the contractor at site of work. He shall also give such details every day to the representative of the Engineer- In-Charge and sign the registers maintained by the Engineer- In-Charge at site for such purpose on a daily basis.

74.0.0. Proper registers shall be maintained by the Contractor for all stores/ materials issued by the Company showing details of indent, receipts and also utilisation of such stores/materials. He shall also furnish all such details and any other information required by the Engineer-In-Charge on a weekly basis. All such registers, records, documents shall at all times be open for inspection by the Officer of the Company.

75.0.0 SUPPLY OF STEEL:

75.1.0. Notwithstanding whatever is mentioned in Clause 70.2.0. above, the cost of steel supplied by the Company shall recovered from the running bills to the extent of consumption including wastage, if any, up to the date for which the bill is being raised for the work done as per contract. However, the recovery for full quantity supplied shall be as per the relevant provisions of the Contract.

75.2.0. The reconciliation statement of steel brought to the site, on the basis of the actual weight of the materials and the actual consumption based on theoretical weights of sections as per IS1 without any allowance for rolling margin etc., shall be prepared by the Contractor. A maximum of 7½ % of the quantities measured and accepted for payment shall be considered as allowance for rolling margin and wastage etc. Section equal to and less than 3 metres in length and plates equal to and less than 0.5 M² in area shall be considered as waste pieces and shall be the property of the contractor. The contractor shall be charged for any such waste pieces in excess of 7.5 % of the payable quantity at the rate of twice the supply rate as specified in the tender. All steel other than waste pieces will be returned to the Company at the supply rate, at locations as directed.

76.0.0. WORKMANSHIP:

76.1.0. To determine the accepted standard of workmanship the contractor shall execute a portion of the items of works as a sample for approval of the Engineer-In-Charge before taking up the actual execution of the particular item of work. These samples, on the approval of the Engineer-in-Charge shall be guiding samples for execution of the particular item of work. Work not conforming to approved samples shall be rejected.

76.2.0. In the event of there being reasonable doubt as to the quality of workmanship and materials used in the construction, the competent authority, on the recommendations of the Engineer- In-Charge may order the contractor to satisfy the Company by carrying out a suitable load test or tests of the structure or part thereof, in the manner as may be approved by him regarding to the sufficiency of the strength as desired and in the event of any insufficiency noticed as a result of the tests, the Contractor shall carry out the necessary strengthening as may be approved or directed by the Engineer-In-Charge or take such necessary action as directed by the Engineer- In-charge before the work can be accepted as standard work. The Contractor shall not be entitled for payment as compensation or claim for the same.

77.0.0. WATER SUPPLY:

77.1.0. The Contractor will have to make his own arrangements for obtaining the necessary temporary water connection required for execution of the work conforming to all Municipal and other requirements. All fees, deposits, water charges etc. for this connection, cost of providing, laying and maintaining the pipe lines with necessary fittings, water meters, hose pipes, pumping arrangements etc. as well as the charges for the consumption of water shall have to be borne by the Contractor. All charges and bills on this account as and when received shall be paid by the Contractor promptly. However, NACIL (AI) shall recover from the Contractor an amount equivalent to 0.33% of the total cost of the work carried out toward 'Sewerage Charges'.

77.2.0. In case the Contractor is allowed to use water from NACIL (AI) sources, if surplus is available, NACIL (AI) shall recover from the Contractor an amount equivalent to 1.00% of the total cost of the work carried out, towards 'Water Charges' (This comprises of 0.67% towards 'Water Charges' and 0.33% towards 'Sewerage Charges'). The Contractor shall, however, arrange at his own cost for providing and laying necessary pipes with fittings, specials, hose pipes, etc. up to the site from a convenient point at which the Contractor will be allowed to tap the Company's mains. He shall also make necessary pumping arrangements at site at his own cost. The Company does not guarantee the output of water supply and no compensation shall be allowed for intermittent or inadequate supply or break down in the supply. In all such cases the Contractor shall make his own arrangements for obtaining water supply for construction purposes at his own cost. However, it may be noted that once the Contractor takes connection from the Company's sources, he shall be liable to pay the full charges of 1% as stipulated above.

77.3.0. In the event the Contractor elects to secure construction water at his own cost from an existing bore well within the premises of the Company the same shall be treated for recovery of charges and other purposes as if the contractor has obtained water from the Company's sources, as in 77.2.0.

77.4.0. In the event the contractor arranges for all his water needs from his own resources either by drilling a bore well or supply by tankers etc. at his own cost with the prior approval of the Engineer-In-Charge, the Company shall recover from the Contractor an amount equivalent to 0.33% of the total cost of the work carried out towards 'Sewerage Charges '. In such an event the Contractor shall obtain approvals permissions required, if any, from the local/municipal authorities at his own cost. The Contractors shall also pay, in addition to the Sewerage Charges, any other charges, fees, etc. payable by the Company to the local/ municipal authorities etc. on account of this arrangement by the Contractor. The Contractor shall hand over the bore well drilled by him, free of charge to the Company.

77.5.0. The Contractor shall also make arrangements for sufficient storage of water for construction purposes, at his own cost, to the satisfaction of the Engineer-In-Charge. He shall also provide the storage facilities for water at suitable places at site as directed by the Engineer-In-Charge.

78.0.0. POWER SUPPLY:

78.1.0. The Contractor shall have to make his own arrangement for power supply required for various works entirely at his own cost including deposit, fees, etc. payable to the supply company/authorities and obtain their permission. All charges, bills on this account as and when received shall be paid by the Contractor promptly. In case he is allowed to use power from the Company's source, to the extent and capacity available at or near the site, the Contractor shall have to arrange, at his own cost, for necessary connecting cables, switches, switchboards, fittings, etc. laying to the requirements of the Company and pay to the Company for energy consumption as per details shown below, which shall be recovered from the interim as well as final bills submitted by the Contractor.

- | | |
|---------------------------------------|--|
| i) Structural work | ½ % of the total cost of the structural work. |
| ii) Civil & Sanitary work | ¼ % of the total cost of Civil and Sanitary work. |
| iii) Airconditioning & Ventilation | ¼ % of total cost of A/c & Ventilation work. |
| iv) Lifts work | ¼ % of total cost of the Lifts work. |
| v) Fire Fighting work | ¼ % of the total cost of Fire Fighting work. |
| vi) Electrical and installation works | ¼ % of the total cost of electrical installation work. |

The Contractor shall also provide necessary distribution arrangement at his own cost. The Company does not guarantee the adequacy or otherwise of power supply in case it is drawn from the Company's source and no compensation shall be

allowed for intermittent or inadequate supply or break down in supply. In all such cases the Contractor shall make his own arrangements, at his own cost, for his power supply requirements. However it may be noted that once the Contractor takes the connection from Company's source, he shall be liable to pay the full charges as mentioned above.

79.0.0. PRICE ADJUSTMENT CLAUSE for materials and labour components {other than stores/materials supplied by the Company) shall be applicable for works estimated to cost more than R s. 25. 00 lakhs and stipulated completion period more than six months.

79.1.0. The Contractor's quoted rate shall provide for, in addition, to the cost of materials and labour, required for the work, any increase on the same due to any reason whatsoever. However, if the prices of materials (not being materials supplied by the Company as per contract), and/or wages of labour required for the execution of the work increases or decreases, the price adjustment clause as per provisions below shall be applicable subject to the condition that such price adjustment shall be made only for the work done during the stipulated period of the contract including such period for which the contract is validly extended in accordance with the conditions under Clause 10.0.0. of Conditions of Contract without any action, under Clause 39.0.0. of Conditions of Contract and also subject to the condition that such price adjustment shall be made only for a work for which the estimated cost of work put to tender is more than Rs .25.00 lakhs (Rupees Twenty five lakhs) and also subject to the condition that such price adjustment shall be made only for a work for which the stipulated period of completion is more than six months. Such price adjustment in the prices of materials and labour when due shall be worked out on the basis of the formula given below:

i) Materials

For the purposes of this contract materials component including materials supplied by the Company will be reckoned at 60% of the value of work done at any stage as given below for computing the price adjustment in the material component.

$$V. M. = \left\{ \frac{60}{100} (VW) - (Z) \right\} \times \frac{WI - WI_0}{WI_0}$$

Where

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

VW = Value of work done for tender items including advances on materials procured and brought on site for incorporating in the work during the period under reckoning.

Z = Cost of materials supplied by the Company at issue rates and consumed including wastage.

WI = Average all India wholesale price index for all commodities for the period under reckoning as published in Reserve Bank of India Bulletin.

WIo = All India Whole sale price Index for all commodities on the date of opening of tender.

ii) Labour

For the purpose of this contract, the labour Component will be reckoned at 25% of the value of work done at any stage as given below for computing the price adjustment in the labour component:-

$$VL = \frac{25}{100} \times (V) \times \frac{I - Io}{Io}$$

Where

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

V = Value of work done for tender items excluding the advance on materials brought on site for incorporating in the work during the period under reckoning

I = Average Consumer Price Index Number for Industrial workers for Region as published in RBI Bulletin for the period under reckoning.

Io = Consumer Price Index Number for Industrial worker on the date of opening of tender

79.2.0. Adjustment based on the above formula will be made for each bill as and when indices are published.

79.3.0. The price adjustment clauses for materials and labour shall be applicable only to those tender items that are executed during the period under reckoning.

79.4.0. The material component is also inclusive of petrol, oil and lubricants.

79.5.0. In order to facilitate computation of price variation to be made under this Clause, the Contractor shall keep such books of accounts and other documents as are necessary. The Contractor shall allow inspection of the same by the duly authorised representative of the Company and shall at the request of the Engineer-In-Charge furnish in such a manner as the Engineer-In-Charge may require, true copies of any documents so kept and such other information as the Engineer-In-Charge may require for verification.

79.6.0. Payment towards price variation in material and labour will be made strictly according to the above Price Variation Clause. In view of the adjustments in the prices of materials and labour being covered as above, no other adjustments viz. increase or decrease due to statutory measures, levies etc. and for any reason

whatsoever will be allowed. The Company will also not bear any excise, Octroi, sales tax or any other taxes over and above the tendered price. These shall be to the Contractor's account and are deemed to have been covered in the quoted rates.

79.7.0. In case of any misunderstanding or misinterpretation or dispute arising with regard to the price variation clause on the part of the contractor, then the adjustment in prices worked out by the Engineer-In-Charge as per the existing procedures of the Company for operating this said Clause shall be final and binding on the Contractor and shall be without appeal.

79.8.0. A worked out illustration showing adjustments in material prices and labour cost is furnished below:

79.8.0. Illustrated sample on adjustment for variation in Rates of Labour and Prices of Materials

Period 1st December 1975 to 27th July 1976

First R. A. Bill

Date up to which the work is measured for the bill submitted to Engineer in-charge	Value of work done	Advance against materials(excluding materials supplied by the Company)	Bill Amount
28 th February 1976	Rs. 2,00,000/-	Rs. 50,000.00	Rs. 2,50,000/-

- (i) Adjustment for materials (other than materials supplied by the Company) (Note: for the purpose of this illustration, it is assumed that Cement & Steel are the materials supplied by, the Company. Hence

$$Z = \text{Cement} + \text{Steel} = C + S$$

$$VM = V. M. = \left\{ \frac{60}{100} (VW) - (C + S) \right\} \times \frac{WI - WI_0}{WI_0}$$

$$VW = \text{Rs. } 2,50,000$$

$$\left. \begin{array}{l} C = \text{Rs. } 20,000 \\ S = \text{Say Rs. } 30,000.00 \end{array} \right\} = Z \text{ (i.e. } C + S)$$

$$\begin{aligned} WI &= \frac{\text{Index for December, 1975} + \text{January, 1976} + \text{February, 1976}}{3} \\ &= \text{Say } 312 + 317 + 316 = 345/3 \end{aligned}$$

$$WI = 315$$

$$WIo = 300 \text{ (as on October, 1975)}$$

$$\begin{aligned} VM &= \left\{ \frac{60}{100} \times 2,50,000 - (20,000 + 30,000) \right\} \times \frac{315 - 300}{300} \\ &= (1,50,000 - 50,000) \times \frac{15}{300} \\ &= \text{Rs. } 5,000/- \end{aligned}$$

79.8.2. (ii) Adjustment for labour :

$$VL = \frac{25}{100} \times (V) \times \frac{I - Io}{Io}$$

$$V = \text{Rs. } 2,00,000.00$$

$$Io = \text{Say } 300 \text{ (as on October, 1975)}$$

$$I = \frac{\text{Consumer Price Index for Dec.75 + Jan ,1976 + February. 1976}}{3}$$

$$= \frac{\text{Say } 320 + 315 + 325}{3}$$

$$= 320$$

$$VL = \left\{ \frac{25}{100} \times 2,00,000 \right\} \times \left(\frac{320 - 300}{300} \right)$$

$$= \text{Rs. } 3,333.00$$

Escalation for the period under reckoning

i) Materials	Rs. 5,000.00 (excluding steel and cement)
ii) Labour	<u>Rs. 1,333.00</u>
	Rs. 8,333.00

Second R. A. Bill

Date up to which the work is measured for the bill submitted to Engineer in-charge	Value of work done	Advance against materials(excluding materials supplied by the Company)	Bill Amount
10 th May 1976	Rs. 5,00,000/-	Rs. 1,00,000.00	Rs. 6,00,000/-

Amount on which the escalation is due on material
 (Bill amount of 2nd RA Bill) – (Bill Amount of 1st RA Bill)
 i.e. Rs. 6,00,000.00 – Rs. 2,50,000.00 = Rs. 3,50,000.00

$$VM = V. M. = \left\{ \frac{60}{100} (VW) - (C + S) \right\} \times \frac{WI - WI_0}{WI_0}$$

$$VW = \text{Rs. } 3,50,000$$

$$\left. \begin{array}{l} C = \text{Rs. } 30,000 \\ S = \text{Rs. } 40,000.00 \end{array} \right\} = Z \text{ (i.e. } C + S)$$

$$WI = \frac{\text{Index for March, 1976} + \text{April, 1976}}{2}$$

$$= \text{Say } 318 + 322 = 340/2$$

$$WI = 320$$

$$VM = \left\{ \frac{60}{100} \times 3,50,000 - (30,000 + 40,000) \right\} \times \frac{320 - 300}{300}$$

$$= (2,10,000 - 70,000) \times \frac{15}{300}$$

$$= \text{Rs. } 9,333.33$$

Adjustment for labour :

$$VL = \frac{25}{100} \times (V) \times \frac{I - I_0}{I_0}$$

$$V = \text{Rs. } 3,00,000.00$$

(Bill amount of 2nd RA Bill) – (Bill Amount of 1st RA Bill)

$$I_0 = \text{Say } 300 \text{ (as on October, 1975)}$$

$$I = \frac{\text{Consumer Price Index for March 76} + \text{April 1976}}{2}$$

$$= \frac{327 + 333}{2}$$

$$= 330$$

$$VL = \left\{ \frac{25}{100} \times 3,00,000 \right\} \times \left(\frac{330 - 300}{300} \right)$$

$$= \text{Rs. } 7,500.00$$

Total Escalation for 2nd RA Bill

i) Materials	Rs. 9,333.33 (excluding steel and cement)
ii) Labour	<u>Rs. 7,500.00</u>
	Rs. 16,833.33

Third R. A. Bill

Date up to which the work is measured for the bill submitted to Engineer in-charge	Value of work done	Advance against materials(excluding materials supplied by the Company	Bill Amount
27 th May 1976	Rs. 8,00,000/-	Nil	Rs. 8,00,000/-

Amount on which the escalation is due on material
 (Bill amount of 3rd RA Bill) – (Bill Amount of 2nd RA Bill)
 i.e. Rs. 8,00,000.00 – Rs. 6,00,000.00 = Rs. 2,00,000.00

$$VM = V. M. = \left\{ \frac{60}{100} (VW) - (C + S) \right\} \times \frac{WI - WI_o}{WI_o}$$

$$VW = \text{Rs. } 2,00,000$$

$$\left. \begin{array}{l} C = \text{Say Rs. } 10,000.00 \\ S = \text{Say Rs. } 10,000.00 \end{array} \right\} = Z \text{ (i.e. } C + S)$$

$$WI = \frac{\text{Index for May, 1976} + \text{June, 1976} + \text{July, 1976}}{3}$$

$$= \text{Say } 310 + 300 + 281 = 891 / 3$$

$$WI = 297$$

$$VM = \left\{ \frac{60}{100} \times 2,00,000 - (10,000 + 10,000) \right\} \times \frac{297 - 300}{300}$$

$$= (1,20,000 - 20,000) \times \frac{-3}{300}$$

$$= (-) \text{Rs. } 1,000.00$$

Adjustment for labour :

$$VL = \frac{25}{100} \times (V) \times \frac{I - I_o}{I_o}$$

$$V = \text{Rs. } 2,00,000.00$$

$$\text{(Bill amount of 3rd RA Bill) – (Bill Amount of 2nd Bill)}$$

$$I_o = \text{Say } 300 \text{ (as on October, 1975)}$$

$$I = \frac{\text{Consumer Price Index for May 76} + \text{June 1976} + \text{July 1976}}{3}$$

$$= \frac{320 + 300 + 271}{3}$$

$$= 297$$

$$VL = \left\{ \frac{25}{100} \times 2,00,000 \right\} \times \left(\frac{297 - 300}{300} \right)$$

$$= (-) \text{Rs. } 750.00$$

Total Escalation for 2nd RA Bill

i) Materials (-) Rs. 1,000.00 (excluding steel and cement)

ii) Labour (-) Rs. 7,500.00

Rs. 1,750.00 (Recovery)

NOTE: In case the bill is submitted to the Engineer-111-Charge for the work measured on or before 15th of a particular month, index for that month will not be reckoned for calculating the average indices for arriving at the adjustment. If, however, the bill is submitted for the work measured after 15th, the Index for that particular month shall be taken into consideration.

80.0.0 Preference shall be given for products and services offered by Public Sector Enterprises as per prevailing orders of the Govt. of India.

CONTRACTOR'S LABOUR REGULATIONS

(See condition 23.0.0)

1. **DEFINITION**: In these regulations, unless otherwise expressed or indicated, the following words / expression shall have the meaning hereby assigned to them :

- a) '**Labour**' means workers employed by a contractor directly or indirectly through a sub-contractor or by an agent on his behalf on a payment not exceeding Rs.500/- per month.
- b) '**Fair Wage**' means wages, which shall include wages for weekly day of rest and other allowances, whether for time or piece work, after taking into consideration prevailing market rates for similar employments in the neighbourhood but shall not be less than the minimum rates of wages fixed under the minimum Wages Act.
- c) '**Contractor**', for the purpose of these Regulations shall include an agent or sub-contractor employing labour on the work taken on contract.
- d) '**Inspecting Officer**' means any Labour Enforcement Officer or Assistant Labour Commissioner of the Chief Labour Commissioner's Organisation.
- e) '**Form**' means form appended to these Regulations.

2. **NOTICE OF COMMENCEMENT** : The Contract shall, within seven days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information:

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

3. **Number of hours of work which shall constitute a normal working day**:

i) The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not be more than TWELVE hours on any day. When an adult worker is made to work for more than NIN hours on a day or for more than FORTY EIGHT HOURS in any week, he shall, in respect of overtime work, be paid wages double the ordinary rate of wages.

ii) **Weekly day of rest**:

Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required / allowed to

work on the weekly rest day unless he has or will have a substituted rest day on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working or more than ten days consecutively without a rest day.

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

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

4. Display of notice regarding wages, weekly day of rest, etc.:

The Contractor shall, before he commences his work on contract, display and correctly maintain in a clean and legible condition in conspicuous places on the works, notices in English and in the local Indian language, spoken by the majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.

5. Fixation Of Wages Period:

The Contractor shall fix wages periods in respect of which wages shall be payable. No wage period shall normally exceed one week.

6. PAYMENT OF WAGES:

i) Wages due to every worker shall be paid to him direct. All wages shall be paid in current coins or currency or in both.

ii) Wages of every worker employed on the contract shall be paid where the wage period is one week, within THREE days from the end of the Wage period and in any other case before the expiry of the 7th day or 10th day from the end of the wage period according as the number of workers does not exceed 1000 or exceeds 1000.

iii) When employment of any worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before expiry of the day succeeding the one on which his employment is terminated.

iv) Payment of wages shall be made at the work site on a working day except when the work is completed before expiry of the wage period in which case final payment shall be made at the work site within 48 hours of the last working day and during normal working time.

Note : The Term 'Working day' means a day on which the work on which labour is employed is in progress.

7. REGISTER OF WORKMEN:

A register of workmen shall be maintained in the Form appended to these regulations and kept at the work site or near to it as possible and the relevant particulars of every workman shall be entered therein within three days of his employment.

8. EMPLOYMENT CARD:

The Contract shall issue an employment card in the form appended to these regulations to each worker on the day of work or entry into his employment. If a worker has already any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment, the Employment Card shall again be endorsed by the Contractor and returned to the worker.

9. REGISTER OF WAGES, ETC:

- i) A register of Wages-cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.
- ii) A wage slip in the form appended to these regulations shall be issued to every worker employed by the contractor at least a day prior to the disbursement of wages.

10. Fines & Deductions which may be made from Wages:

i) Wages of a worker shall be paid to him without any deduction of any kind except the following:

- a) Fines
- b) Deduction for absence from duty, i.e. from the place or places whereby the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
- c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default
- d) Deductions for recovery of advances for adjustment of over payment of wages. Advance granted shall be entered in a register, and
- e) any other deductions which the Corporation may from time to time allow.

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

iii) No fine shall be imposed on a worker and no deductions for 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 fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the wages payable to him in respect of that wage period.

v) No fine imposed in a worker shall be recovered from him in instalments or after expiry of sixty days from the date of which it was imposed. Every fine shall be deemed to have been imposed on the day of the Act of omission in respect of which it was imposed.

vi) The Contractor shall maintain both in English and the local Indian language a list approved by the Chief Labour Commissioner, clearly stating the acts and omissions for which penalty of fine may be imposed on a workman and display it in good condition in a conspicuous place on the work site.

vii) The Contract shall maintain a register of lines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.

11. REGISTER OF ACCIDENTS:

The Contract 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 to 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 Workman's Compensation Act.
- l) Date of payment of compensation
- m) Amount paid with details of the person to whom the same was paid.
- n) Authority by whom the compensation was assessed
- o) Remarks.

12. PRESERVATION OF REGISTERS:

The Register of workmen and the Register of Wages – cum – Muster Roll required to be maintained under these Regulations shall be preserved for three years after the date on which the last entry is made therein.

13. ENFORCEMENT:

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

14. Disposal of Amounts recovered from the Contractor :

The Engineer-in-Charge shall arrange payment to workers concerned within forty five days from receipt of a report from the Inspecting Officer except in cases where the contractor had made an appeal under Regulation 16 of these Regulations. In cases where there is an appeal, payment of Works' dues would be arrange by the Engineer-in-Charge wherever such payments arise, within THIRTY days from the date of receipt of the decision of the Regional Labour Commissioner (RLC)

15. WELFARE FUND:

All money that are recover by the Engineer-in-Charge by way of Workers' dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being know, death of worker etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of the Corporation for such benefit and welfare of workmen employed by the Contractor.

16. Appeal against decision of Inspecting Officer.

Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the Regional Labour Commissioner concerned within THIRTY days from the date of decision, forwarding simultaneously a copy of his appeal to the Engineer-in-Charge. The decision of the Regional Labour Commissioner shall be final and binding upon the Contractor and the workmen.

17. Representation of parties:

i) A workman shall be entitled to be represented in any investigation or enquiry under these Regulations by an Officer of a registered trade Union of which he is a member or by an Officer of a Federation of trade unions to which the said trade union in affiliated or where the workman is not a member of any registered trade union by an Officer of a Registered Trade union connected with, or any other workman employed in the industry in which the worker is employed.

ii) A Contractor shall be entitled to be represented in any investigation or enquiry under these Regulations, by an Officer f of an association of contractors of which he is a member or by an Officer a of a Federation of Association of contractors to which the said association is affiliated or where the Contractor is not the member of any association of contractors, by an Officer of association of employers

connected with or by any other employer engaged in the industry in which the contractor is engaged.

iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under the Regulations.

18. Inspection of Books & other Documents :

The Contractor shall allow inspection of the Registers and other documents prescribed under these regulations by Inspecting Officers and the Engineer-in-Charge or his authorised representative at any time and by the workers or his agent on receipt of the notice at a convenient time.

19. INTERPRETATION ETC.

On any question as to the application, interpretation or effect of these Regulations, the decision of the Chief Labour Commissioner, Dy. Chief Labour Commissioner (Central) shall be final and binding.

20. AMENDMENTS:

Central Government may, from time to time add to or amend these Regulations and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof.

APPLICATION FOR LICENCE

{ See Rule 21 (1) }

1. Name & Address of the Contractor. (*including his father's name in case of individuals*)
2. Date of birth & Age (*in the case of individuals*)
3. Particulars of Establishment where Contract labour is to be employed:
 - a) Name & Address of the Establishment
 - b) Type of business, trade, industry, manufacture or occupation, which is carried on in the Establishment :
 - c) Number and date of certificate of Registration of the Establishment under the Act
 - d) Name & Address of the Principal Employer :
4. Particulars of Contract Labour :
 - a) Nature of work in which Contract Labour is employed or is to be employed or to be employed in the establishment :
 - b) Duration of proposed Contract work (*give particulars of proposed date of commencing & ending*)
 - c) Name & Address of the Agent or Manager of Contractor at the work-site
 - d) Maximum number of contract Labour proposed to be employed in the Establishment on any date.
5. Whether the Contractor was convicted of any offence within the preceding five years, if so, give details.
6. Whether there was any order against the contractor revoking or suspending licence or forfeiting security deposit in respect of an earlier contract. If so, the date of such order.
7. Whether the Contractor has worked in any other establishment within the past five years. If so, give details of the Principal Employer, Establishment and nature of work.
8. Whether a Certificate by the Principal Employer, in FORM V is enclosed.
9. Amount of Licence Fee paid – Number of Treasury Challan and date.
10. Particulars of Security Deposit, if any, requested to be adjusted, including treasury number and date.

The amount of Security or balance, if any, after adjustment of amount to be refunded under Rule 31, if any, deposited with Treasury Receipt Number and date.

Declaration : I hereby declare the details given above are correct to the best of my knowledge and belief.

PLACE
DATE :

SIGNATURE OF THE APPLICANT
(Contractor)

NOTE : The Application should be accompanied by a Treasury Receipt of the appropriate amount and certificate in Form V from the Principal Employer

FORM V
{See Rule 21 (2) }

FORM OF CERTIFICATE BY THE PRINCIPAL EMPLOYER

Certified that I have engaged the applicant (*name of the Contractor*) as a Contractor in my Establishment. I undertake to be bound by all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, in so far as the provisions are applicable to me in respect of the employment of Contract Labour by the applicant in my establishment.

DATE:
PLACE:

SIGNATURE OF PRINCIPAL EMPLOYER
NAME & ADDRESS OF ESTABLISHMENT

FORM V A
{See Rule 24 (1 A) }

APPLICATION FOR ADJUSTMENT OF SECURITY DEPOSIT

<i>Name & Address of the Contractor</i>	<i>No. & date of Licence</i>	<i>Date of expiry of previous Licence</i>	<i>Whether Licence of Contractor was suspended or revoked</i>	<i>No. & date of Treasury receipt of Security Deposit in respect of previous licence</i>	<i>Amount of previous Security Deposit</i>
1	2	3	4	5	6

<i>No. & date of treasury receipt of the balance security deposit, if any, required on the fresh contract</i>	<i>No. & date of Certificate of Registration to which the new licence is applied for</i>	<i>Name & Address of Principal Employer</i>	<i>Particulars of Fresh Contract</i>	<i>Remarks</i>
7	8	9	10	11

PLACE :

DATE :

SIGNATURE OF APPLICANT

FORM VI A

{See Rule 25 (2) (viii) }

NOTICE OF COMMENCEMENT / COMPLETION OF CONTRACT WORK

I / We, Shri / M/s. (Name & Address of the Contractor) hereby intimate that the contract work (name of the work) in the establishment of (Name and address of Principal Employer) for which Licence No: _____ dated _____ has been issued to me / us by the Licensing Officer (Name of the Headquarters) has been commenced / completed with effect from (date) / on (date).

SIGNATURE OF THE CONTRACTOR(S)

To:

The Inspector,

FORM VII

{See Rule 29 (2) }

APPLICATION FOR RENEWAL OF LICENCE

1. Name & Address of the Contractor:
2. Number & Date of the Licence:
3. Date of Expiry of the previous Licence.
4. Whether the Licence of the Contractor was suspended or revoked:
5. Number & Date of the Treasury receipt enclosed.

PLACE

DATE:

SIGNATURE OF THE APPLICANT

(To be filled in by the Office of the Licensing Officer)

Date of Receipt of the Application
With Treasury Receipt no. & date:

SIGNATURE OF THE LICENCING OFFICER
FORM X
{See Rule 32 (2) }

APPLICATION FOR TEMPORARY LICENCE

1. Name & Address of the Contractor. (*including his father's name in case of individuals*)
2. Date of birth & Age (*in the case of individuals*)
3. Particulars of Establishment where Contract labour is to be employed:
 - a) Name & Address of the Establishment
 - b) Type of business, trade, industry, manufacture or occupation, which is carried on in the Establishment :
 - c) Name & Address of the Principal Employer :
4. Particulars of Contract Labour :
 - a) Nature of work in which Contract Labour is employed or is to be employed or to be employed in the establishment :
 - b) Duration of proposed Contract work (*give particulars of proposed date of commencing & ending*)
 - c) Name & Address of the Agent or Manager of Contractor at the work-site
 - d) Maximum number of contract Labour proposed to be employed in the Establishment on any date.
5. Whether the Contractor was convicted of any offence within the preceding five years, if so, give details.
6. Whether there was any order against the contractor revoking or suspending licence or forfeiting security deposit in respect of an earlier contract. If so, the date of such order.
7. Whether the Contractor has worked in any other establishment within the past five years. If so, give details of the Principal Employer, Establishment and nature of work.
8. Amount of Licence Fee paid – Number of Treasury Challan (***) and date.
10. Amount of Security Deposit – Treasury Receipt (***) Number & Date.

I hereby declare the details given above are correct to the best of my knowledge and belief.

**PLACE
DATE :**

SIGNATURE OF THE APPLICANT
(Contractor)

(To be filled in by the Office of the Licensing Officer)

Date of Receipt of the Application
With Challan fee for Security Deposit:

SIGNATURE OF THE LICENCING OFFICER

FORM XIII

{See Rule 75 }

REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR

Name & Address Of The Contractor	Name & Address of establishment in / under which contract is carried on
Nature & Location of work	Name & Address of Principal Employer

<i>Sr. No.</i>	<i>Name & Surname of Workmen</i>	<i>Age & Sex</i>	<i>Father / Husband's name</i>	<i>Nature of Employment / Designation</i>	<i>Permanent Home Address of Workmen (Village & Tehsil / Taluka & District)</i>
1	2	3	4	5	6

<i>Local Address</i>	<i>Date of Commencement of Employment</i>	<i>Signature or Thumb impression of Workmen</i>	<i>Date of Termination of Employment</i>	<i>Reasons for Termination</i>	<i>Remarks</i>
7	8	9	10	11	12

FORM XIV
{See Rule 76}

EMPLOYMENT CARD

Name & Address Of The Contractor	Name & Address of establishment in / under which contract is carried on
Nature & Location of work	Name & Address of Principal Employer

1.	Name of the Workman	
2.	Sr. no. in the Register of Workmen 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

FORM XV
{See Rule 77}

SERVICE CERTIFICATE

Name & Address Of The Contractor	Name & Address of establishment in / under which contract is carried on
Nature & Location of work	Name & Address of Principal Employer
Name & Address of the Workman	Father's / Husband's name
Age & Date of Birth	Identification marks

Sr. 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 OF CONTRACTOR

FORM XVI
{See Rule 78 (1) (a) (i)}

MUSTER ROLL

Name & Address Of The Contractor	Name & Address of establishment in / under which contract is carried on
Nature & Location of work	Name & Address of Principal Employer

FOR THE MONTH OF _____

Sr.	Name of	Father's /	Sex	Dates	Remarks
-----	---------	------------	-----	-------	---------

No.	Workman	Husband's Name		1	2	3	4	5	
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FORM XVII
{See Rule 78(1)(a)(i)}

REGISTER OF WAGES

Name & Address of Contractor	Name & Address of Establishment in / under which contract is carried on
Name & Location of work	Name & Address of Principal Employer

WAGE PERIOD : MONTHLY _____

<i>Sr. No.</i>	<i>Name of Workman</i>	<i>Sr.no. in the Register of Workmen</i>	<i>Designation/ Nature of work done</i>	<i>No. of days worked</i>	<i>Units of Work done</i>	<i>Daily rate of wages / piece rate</i>
1	2	3	4	5	6	7

<i>Amount of Wages earned</i>					<i>Units of Work done</i>	<i>Daily rate of wages / piece rate</i>
<i>Basic Wages</i>	<i>Dearness Allowance</i>	<i>Overtime</i>	<i>Other cash payments (Nature of payment to be indicated)</i>	<i>Total</i>		
8	9	10	11	12	13	14

<i>Signature / Thumb impression Of the Workman</i>	<i>Initials of the Contractor or His representative</i>
15	16

FORM XVIII
{See Rule 78(1)(a)(i)}

FORM OF REGISTER OF WAGES-CUM-MUSTER ROLL

Name & Address of Contractor	Name & Address of Establishment in / under which contract is carried on
Name & Location of work	Name & Address of Principal Employer
Nature & Location of Work	Wage Period : Weekly / Fortnightly From _____ To: _____

<i>Sr. No.</i>	<i>Sr.no. in Register of Workmen</i>	<i>Name of Employee</i>	<i>Designation/ Nature of Work</i>	<i>Daily attendance units worked</i>	<i>Total attendance of units of work done</i>	<i>Daily rate of wages / piece rate</i>
				<i>1, 214,15</i>		
1	2	3	4	5	6	7

<i>Sr. No.</i>	<i>Sr.no. in Register of Workmen</i>	<i>Name of Employee</i>	<i>Designation/ Nature of Work</i>	<i>Daily attendance units worked</i>	<i>Total attendance of units of work done</i>	<i>Daily rate of wages / piece rate</i>
				<i>1, 214,15</i>		
8	9	10	11	12	13	14

<i>Signature / Thumb impression Of the Workman</i>	<i>Initials of the Contractor or His representative</i>
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FORM XIX
{See Rule 78(1)(b)}

WAGE SLIP

Name & Address of Contractor	Name of the Father's / Husband's the workman name :
Name & Location of work	For the week / fortnight / month ending

- 1 No. of days worked
- 2 No. of Units worked in case of piece – rate workers
- 3 Rate of Daily wages / piece
- 4 Amount of Overtime wages
- 5 Gross wages payable
- 6 Deductions, if any
- 7 Net amount of wages paid

**INITIALS OF THE CONTRACTOR OR HIS
REPRESENTATIVES**

FORM XX
{See Rule 78(1)(a)(b)}

REGISTER FOR DEDUCTIONS FOR DAMAGE OR LOSS

Name & Address of Contractor	Name & Address of Establishment in / under which contract is carried on
Name & Location of work	Name & Address of Principal Employer

<i>Sr. No.</i>	<i>Name of Workman</i>	<i>Father's Husband's name</i>	<i>Designation Nature of employment</i>	<i>Particulars of damage of loss</i>	<i>Date of damage or loss</i>
1	2	3	4	5	6

<i>Whether workman showed cause against deduction</i>	<i>Name of person in whose presence employee's explanation was heard</i>	<i>Amount of deduction imposed</i>	<i>No. of Instalments</i>	<i>Date of Recovery</i>	
				<i>First instalment</i>	<i>Last instalment</i>
7	8	9	10	11	12

FORM XXI
{See Rule 78(1)(a)(ii)}

REGISTER OF FINES

Name & Address of Contractor	Name & Address of Establishment in / under which contract is carried on
Name & Location of work	Name & Address of Principal Employer

<i>Sr. No.</i>	<i>Name of Workman</i>	<i>Father's Husband's name</i>	<i>Designation/ Nature of employment</i>	<i>Act / Omission for which fine imposed</i>	<i>Date of Offence</i>
1	2	3	4	5	6

<i>Whether workman showed cause against fine</i>	<i>Name of person in whose presence employee's explanation was heard</i>	<i>Wage period & wages payable</i>	<i>Amount of fine imposed</i>	<i>Date of which fine realised</i>	<i>Remarks</i>
7	8	9	10	11	12

FORM XXII

{See Rule 78(1)(a)(ii)}

REGISTER OF ADVANCES

Name & Address of Contractor	Name & Address of Establishment in / under which contract is carried on
Name & Location of work	Name & Address of Principal Employer

<i>Sr. No.</i>	<i>Name of Workman</i>	<i>Father's Husband's name</i>	<i>Designation/ Nature of employment</i>	<i>Wage Period & wages payable</i>	<i>Date & amount of advance given</i>
1	2	3	4	5	6

<i>Purpose(s) for which advance made</i>	<i>No. of instalments by which advance to be repaid</i>	<i>Date & Amount of each instalment repaid</i>	<i>Date on which last instalments was paid</i>	<i>Remarks</i>
7	8	9	10	11

FORM XXIII

{See Rule 78(1)(a)(iii)}

REGISTER OF OVERTIME

Name & Address of Contractor	Name & Address of Establishment in / under which contract is carried on
Name & Location of work	Name & Address of Principal Employer

<i>Sr. No.</i>	<i>Name of Workman</i>	<i>Father's / Husband's name</i>	<i>Sex</i>	<i>Designation/ Nature of employment</i>	<i>Date on which overtime worked</i>
1	2	3	4	5	6

<i>Total overtime worked or production in case of piece-rated</i>	<i>Normal rates of wages</i>	<i>Overtime rate of wages</i>	<i>Overtime earnings</i>	<i>Date on which overtime wages paid</i>	<i>Remarks</i>
7	8	9	10	11	12

FORM XXIV
{See Rule 82 (i)}

**RETURNS TO BE SEND BY THE CONTRACTOR
TO THE LICENSING OFFICER**

HALF YEAR ENDING: _____

1. Name & Address of the Contractor:
2. Name & Address of the Establishment:
3. Name & Address of the Principal Employer:
4. Duration of Contract : From : _____ to _____
5. No. of days during the half year on which :
 - a) The establishment of the Principal employer had worked:
 - b) The Contractor's establishment had worked:

6. Maximum no. of Contract Labour employed on any day during the half-year:

<i>MEN</i>	<i>WOMEN</i>	<i>CHILDREN</i>	<i>TOTAL</i>

7.
 - i) Daily hours of work & spread over :
 - ii) a) Whether weekly holiday observed & on what day:
b) If so, whether it was paid for:
 - iii) No. of man-hours of overtime worked:

8. No. of man-days worked by:

<i>MEN</i>	<i>WOMEN</i>	<i>CHILDREN</i>	<i>TOTAL</i>

9. Amount of Wages paid :

<i>MEN</i>	<i>WOMEN</i>	<i>CHILDREN</i>	<i>TOTAL</i>

10. Amount of deductions from wages, if any:

<i>MEN</i>	<i>WOMEN</i>	<i>CHILDREN</i>	<i>TOTAL</i>

11. Whether the following have been provided:

- i) Canteen
- ii) Rest-rooms
- iii) Drinking water
- iv) Creches

- v) First Aid
(If the answer is "YES" state briefly standards provided)

PLACE

DATE:

SIGNATURE OF CONTRACTOR

MODEL RULES FOR LABOUR WELFARE
(See Condition 22 0 0)

Definition : (a) "**Workplace**" means a place at which on an average, twenty or more workers are employed.

2. First Aid : At every work place, there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilized dressing and sterilized cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliance shall be kept in good order and in large workplaces, they shall be placed under the charge of a responsible person who shall be readily available during working hours. At large workplace, where hospital facilities are not available within easy distance of the works First Aid posts shall be established and be run by a trained compounder.

(*) where large workplaces are suitable in cities, towns or in suburbs and no beds are considered necessary owing to proximity of city or town hospitals, suitable transports shall be provided to facilitate removal of urgent cases to these hospitals. At other work places, some conveyance facilities shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospital.

(*) Where large workplaces are remotely situated and faraway from regular hospitals, and indoor ward shall be provided with one bed for every 250 employees.

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

3. Accommodation for Labour : The contractor shall during the progress of the works provide, erect and maintain necessary temporary living accommodation and ancillary facilities for labour at his own expense to the Standards and scales as approved by the Engineer-In-Charge.

4. Drinking water : In every workplace, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.

Where drinking water is obtained from a intermittent public water supply each working place shall be provided with storage where drinking water shall be stored.

Every water supply storage shall be at a distance of not less than 15 meters from any latrine drain or other sources of pollution. Where water has to be drawn from an existing well which is within such proximity of latrines / drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.

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

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

Scale of accommodation in latrines and Urinals : There shall be provided within the precinct of every workplace latrines and urinals in an accessible place, and the accommodation, separately for each of these shall not be less than at the following scales :

	<u>No. of seats</u>
a) Where number of persons does not exceed 50	2
b) Where number of persons exceeds 50 but does not exceed 100	3
c) For additional persons	3 per 100 or part thereof

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

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

If women are employed, separate latrine and urinals, screened from those for men and marked in the vernacular in conspicuous letter "For Women only" shall be provided on the scale laid down in rule 6. Those for men shall be similarly marked "For Men only" A poster showing the figure of man and of a women shall also be exhibited at the entrance to latrines for each sex. There shall be adequate supply of water close to latrines and urinals.

8. Construction of Latrines : Inside walls shall be constructed of masonry or other non-absorbent material and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrines shall have thatched roof.
9. Disposal of Excreta : Unless otherwise arranged by the local sanitary authority, arrangement for proper disposal of excreta by incinerator at the workplace shall be made by mean of a suitable incinerator approved by the local medical, health and Municipal or Cantonment authorities. Alternatively excreta may be disposed off by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with a 15 cm layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn into manure).

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

10. Provision of shelter during rest : At every workplace there shall be provided, free of cost, four suitable sheds, two for meals and two other for rest, separately for use of men and women labour. Height of each shelter shall not be less than 3 metres from floor level to lowest part of roof. Sheds shall be kept clean and the space provided shall be on the basis of at least 0.5 sq.m. per head.
11. Crèches : At a place at which 20 or more women workers are ordinarily employed, there shall be provided at least one hut for use of children under the age of 6 years, of such women. Huts shall not be constructed to a standard lower than that of thatched roof, mud floor and walls with wooden planks spread over mud floor and covered with matting.

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

Where the number of women workers is more than 25 but less than 50, the Contractor shall provide at least one hut and one Dai to look after children of women workers.

Size of Crèche(s) shall vary according to the number of women workers employed.

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

12. Canteens : A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered necessary.
13. Planning, setting and erection of the above mentioned structure shall be approved by the Engineer-In charge and the whole of such temporary accommodation shall at all times during the progress of the works be kept tidy and in a clean and sanitary condition to the satisfaction of the Engineer-In charge and at the contractor's expense. The contractor shall conform generally to sanitary requirements of local medical health and municipal or cantonment authorities and at all times adopt such precautions as may be necessary to prevent soil pollution of the site.

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

14. Anti-Malaria precautions : The Contractor shall, at his own expense conform to all anti-malaria instructions given to him by the Engineer-In-charge, including filling up of any borrow pits which may have been dug by him.
15. Enforcement : The Inspecting Officer mentioned in the Contractor's Labour Regulation or any other officer nominated in this behalf by the Engineer-In-Charge shall report to the Engineer-In-charge all cases of failure to comply with the provisions of these Rules either wholly or in part and the Engineer-In-charge shall impose such fines and other penalties as per prescribed in the conditions.
16. Interpretations, etc. : On any question as to the application interpretation or effect of these Rules, the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) shall be final and binding.
17. Amendments : Government may, from time to time, add to or necessary for the proper implementation of these rules or for the purpose or removing any difficulty which may administration thereof.

SAFETY CODE

(See Condition 21 0 0)

1. Suitable scaffolds, shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for hold the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination and not steeper than $\frac{1}{4}$ to 1 (1/4 horizontal and 1 vertical).
2. Scaffolding or staging more than 3.25 metres above the ground or floor, swung or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 metre 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 openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be fastened as to prevent it from swaying from the building or structure.
3. Working platform, gangways and stairways shall be so constructed that they do not sag unduly or equally, and if height of a platform or gangway or stairway is more than 3.25 metres above ground level or floors level, it shall be closely boarded, have adequate width and be suitably fenced, as described in 2 above.
4. Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of one metre.
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length, width between side rails in a rung ladder shall be in no case be less than 30 cm for ladders upto and including 3 metres in length. For longer ladders the width shall be increased at least 6mm for each additional 30 cm of length. Uniform step spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defence of every suit action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and

to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.

6. Excavations and trenching : All trenches 1.5 metres or in depth shall all times be supplied with at least one ladder for each 30 metres in length or fraction thereof

ladder shall be extended from bottom of trench to at least 1 metre above surface of the ground. Sides of a trench which is 1.5 metres or more in depth shall be stopped back to give suitable slope or security held by timber bracing, so as to avoid the danger of sides collapsing. Excavated material shall not be placed within 1.5 metres of edge of trench or half of depth of trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting be done.

7. Demolition : Before any demolition work is commenced and also during the process of the work :

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

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

- (a) Workers employed on mixing asphaltic materials cement and lime mortars/concrete shall be provided with protective footwear and protective goggles.
- (b) Those engaged in handling any materials which is injurious to eyes shall be provided with protective goggles.
- (c) Those engaged in welding works shall be provided with welder's protective eye-shields.
- (d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

- (e) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accidents to public.
 - (f) The Contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work lead painting, the following precautions shall be taken.
 - (i) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
 - (ii) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
 - (iii) Overall shall be supplied by the contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
9. When work is done near any place where there is risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any persons in danger and adequate provisions made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following :
- (a)
 - (i) These shall be good mechanical construction, sound material and adequate strength and free from patent defects shall be kept in good repair and in good working order.
 - (ii) Every rope used in hoisting on lowering materials or an a means of suspension shall be of durable quality and adequate strength, and free from patent defect.
 - (b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffold winch or give signals to operator.
 - (c) In case of every hoisting machine and or every chain ring book, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of

hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

- (d) In case of departmental machine, safe working load shall be notified by the Engineer-in-Charge. As regards contractor's machines the Contractor shall notify safe working load of each machine to the Engineer-in-Charge whenever he brings it Site f work and get it verified by the Engineer-in-Charge.
11. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguard; hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, working apparel such as gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductor of electricity.
 12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed which it is in use. Adequate washing facilities shall be provided at or near places of work.
 13. The Contractor should ensure to arrange due precautionary measures and supervision to avoid accident and causes of accident. It is the responsibility of the Contractor to ensure full compliance with safety regulations and all statutory requirements in respect of staff/labourers employed by him and his sub contractors, if any.
 14. The Contractor must be careful regarding 'Safety First' during working and in the Corporations premises.
 15. Site work is quite different from work in an organized workshop. The contractor shall bear this point in mind so that proper work methods to avoid accident and causes of accident can be evolved.
 16. The Contractor must clearly bear in mind that a competent supervisor shall always be on site when his man are at work. Lapse on this point shall be viewed seriously irrespective of the occurrence of any accidents.
 17. The Contractor shall ensure that safety precautions expected of his professional work are completely understood by his supervisors and workers and that these are followed. The Contractor shall also ensure that in every job that he does talking cognizance of varying site conditions, his staff are completely knowledgeable about the hazards and dangers

- associated with the work for which due alertness and safe working methods shall be followed.
18. The Contractor must ensure provision of adequate fire fighting capacity to deal with fires at incipient stage itself. Such provision should not be less than 2 of 2 gallon foam extinguishers properly maintained by him. The Contractor's staff should know the use of the above mentioned fire-extinguishers.
 19. Smoking is strictly prohibited in areas with combustibles or inflammables and in other areas where smoking is prohibited.
 20. The materials which are flammable or combustible must under no circumstances be stored by the Contractor in any of the Corporations workshops/building/structures or near aircraft. The Contractor shall make arrangements of temporary shade so located that a fire in such a shed shall not involve any of the corporations property.
 21. Supervisors and field staff do not know the seriousness of consequences of going near an aircraft or an aircraft under run up. The contractor is responsible to see that out of curiosity or lack of alertness, while going in a vehicle or otherwise, people do not approach an aircraft or an aircraft under run-up.
 22. Any hot job (welding, soldering, etc.) however minor it may be or any job which involves open flame or using a hot sources of temporary electrical connection shall not be done without prior permission from the Engineer-in-Charge. The contractor is not permitted to carryout any hot job on holidays, Saturdays and Sundays and beyond normal working hours without specific prior permission in writing from the Engineer-in-Charge.
 23. It is entirely the Contract's responsibility to see that safety appliances such as safety belts, lifelines, helmets etc. depending on the jobs are provided by him. The Contractor's supervisors shall ensure that they are used. If the Contractor need any suggestion on the matter he can approach the Engineer-in-Charge, but any lapse on the matters of safety will be viewed seriously.
 24. No unauthorized electrical connection should be made. Electrical connections, welding sets etc. should be got approved by an authorized representative of Engineer-in-Charge after following Corporation's procedure.
 - 25.0 All equipments used for carrying out work shall be rendered safe. No equipments such as ladders, cranes, tractors etc. or welding sets or any tools which belong to the Corporation shall be used by the Contractor unless specifically mentioned in writing in terms of contract. Not withstanding this it is obligatory on the part of the contractor to verify the quality and safety aspects of such equipments, plants, tools, machinery etc. so that no injury or accident will occur when used in the expected manner.

Should any accident occur the contractor is entirely responsible for it including compensation that may arise of the incident.

26.0 Welding precautions :

- 26.1 The contractor must equip himself with an earthing cable without joints.
- 26.2 All electrical connections must be firm to eliminate sparking. Circuit must be protected by fuse.
- 26.3 There should be no flammable materials nor any spillage of such material in the locations of work spot.
- 26.4 There should be no joint in the phase side of the conductor.
- 26.5 If the welding is to be carried out in the vicinity of aircraft, separating distances should not be less than 150'.
- 26.6 Welding jobs should not be carried out directly above aircraft.
- 26.7 It is necessary to ensure that welding sparks do not cause any fire in the gutters in the vicinity. Flushing should be carried out if necessary.
- 26.8 The welding work carried out in Corporation's premises should be under the personal supervision of a representative of the Engineer-In-charge who should inform the related Officers of the Corporation that the welding job would be carried out and coordinate with them.
- 26.9 The Contractor's staff should be appraised by the Contractor of the hazards of being near to an aircraft engine under run-up and not followed smoking restrictions.

27.0 SAFETY PRECAUTIONS OF PORTABLE ELECTRICAL APPLIANCES

27.1 Precautions in handling of portable electrical appliances are more significant under monsoon conditions. Some likely situations are highlighted here for your attention and action to ensure that condition and method of usage conform to safety of personnel and property.

27.1.1. Broken sockets / pin plugs/loose connections :

These conditions cause sparking leading to fault conditions of electric shock situations. Wires shall not be directly inserted in sockets, as an earth lead on phase socket can give a shock to operator.

27.1.2 Polarity of phase/phases, neutral and earth :

Certain appliances such as boroscopes may give violent electric shock during work of polarity conditions are not satisfied.

27.1.3 Joints in flexible cables :

Usage of portable appliances is such that electrical and physical integrity of a joint may be suddenly affected leading to severe sparking and fire if combustible or flammable materials are at the joint. Perhaps this may not be noticed by operator at all. For this and similar reasons, joints in cable or portable appliances are not permitted at all.

27.1.4 Appliances body grounding and system grounding :

In the absence of or ineffective appliances body grounding, operator may receive severe shock in case of phase to body fault during usage. Further all earth pin sockets must have low impedance and mechanically firm earthing according to Indian Electricity Rules so that safety is assured to operator even under such fault conditions. Project officials are responsible for the latter requirements in works executed by them.

27.1.5 Water Leakage :

Water reduces effectively of insulation depending / upon exposure. Presence of water on ordinary switches may give a shock during operation. Switches in chronic leakage areas should preferably be de-energised until rectification action and contractors must appraise Properties & Facilities Dept.

27.1.6 Portable appliances used near airplanes :

In fuel vapour/paint vapour areas only explosion proof appliances must be used. Explosion proof appliances meant for integrity before usage. Cables must not lie on oil/ flammable materials trays. Supervisors must ensure that trolleys, trestles etc. are not moved over electric cables. Proper care must be taken that cable do not get pinched by trestle wheels, brakes, etc. 440 V cables must be laid on vertical support brackets, Portable function boxes must be used on such occasions.

27.1.7 Public Relations Photography in Aircraft :

At least one hour should elapse after paint touch up of paint work in cabin areas for supplying power to photographic appliances, stand lamps etc. within aircraft. No cables must pass under carpets. Good housekeeping must be observed.

27.1.8 Loaning of appliances to other contractors or outside parties :

This is permitted only where tender conditions in writing cover such loaning of specified appliances for usage under user's risk. Responsibility in this matter lies with Site Engineer.

27.1.9 Contractor's Electrical appliances :

Where such appliances are connected to Corporation's distribution net work, the site Engineer from Properties & Facilities Dept./ Facility Planning Section / Plant & Equipment Division must certify for condition of appliances before Plant and equipment Division authorizes usage.

27.1.10 Project work and constructions sites :

Construction site work unlike workshop has a different environment demanding additional alertness. The Contractor should get to know the site exigencies from P & FD and Project Engineers and suitably update his precautions. For example there may be flammable solvents or combustible materials such as thermocole insulations etc. present in the area of his work. Any lapse may lead to fire or accident situations.

27.1.11 Excavation/Additions/Alternations of Building etc.

During excavations, alterations of buildings etc. every care shall be taken that electric shock or damage to cables etc. are avoided. De-energization of circuits must be considered.

27.2.0 Whilst on this subject it is altered that distribution junction boxes in permanent electrical wiring have professional work finish. These points are not covered under preventive maintenance and project officials ought to ensure that interconnections have high workmanship and quality.

28 These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliances with the Safety Code shall be named therein by the Contractor.

29 To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer-In-charge or his representatives and the Inspecting Officers as defined in the Contractor's Labour Regulations.

30 Notwithstanding the above conditions 1 to 29, the Contractor is not exempted from the operation of any other Act or Rule in force.
