

**GOVERNMENT OF INDIA
BHABHA ATOMIC RESEARCH CENTRE
ARCH. & CIVIL ENGINEERING DIVISION**

TENDER FOR:

TENDER NOTICE NO:

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**GOVERNMENT OF INDIA
BHABHA ATOMIC RESEARCH CENTRE
ARCH. & CIVIL ENGINEERING DIVISION**

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FORM OF AGREEMENT AND GENERAL RULES AND

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MEMORANDUM

**GOVERNMENT OF INDIA
BHABHA ATOMIC RESEARCH CENTRE
ARCH. & CIVIL ENGINEERING DIVISION**

ITEM RATE TENDER & CONTRACT FOR WORKS

FORM OF TENDER AND GENERAL RULES AND
DIRECTIONS FOR THE GUIDANCE OF CONTRACTOR

GENERAL RULES AND DIRECTIONS

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted in public places and signed by the Officer inviting tender or by publication in Newspapers as the case may be.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the application, and the amount of Security Deposit and Performance Guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from the bills. Copies of the specifications, designs and drawings any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of the officer inviting tender, during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner, thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorising him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.

3. Receipts for payments made on account of work, when executed by a firm, must also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

4. Any person, who submits a tender, shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.

5. The officer inviting tender or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall thereupon be given to the contractor who shall thereupon for the purpose of identifications sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.

6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as an acknowledgment of payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.

8. The memorandum of work tendered for and the schedule of materials to be supplied by the Bhabha Atomic Research Centre and their issue rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.

9. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.

9A. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.

10. In the case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in Item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found the rate which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an Item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and the work will be required to be executed accordingly.

11. In case of any tender where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced and incase the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.

12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word `Rs.` should be written before the figure of rupees and word `P` after the decimal figures, e.g., `Rs.2.15 P` and in case of words the word `Rupees` should precede and the word `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 decimal places. While quoting the rate in schedule of quantities, the word `only` should be written closely following the amount and it should not be written in the next line.

13. (i) The contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (five percent) of the tendered amount within the period specified in Schedule `F`. This guarantee shall be in form of cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at call receipt of any scheduled bank/Bankers cheque of any scheduled bank/Demand draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs.1,00,000/-) or Government securities or Fixed Deposit Receipts or Guarantee Bonds of any scheduled bank or the State Bank of India in accordance with the prescribed form.

(ii) The contractor whose tender is accepted, will also be required to furnish by way of security deposit for the fulfillment of his contract, an amount equal to 5% of the tendered value of the work. The security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as part of security deposit. The security amount will also be accepted in cash or in the shape of government securities. Fixed Deposit Receipt of scheduled bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.

14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer in charge shall be communicated in writing to the Engineer-in-Charge.

15. Sales Tax/VAT (except Service Tax for which BARC will provide certificate) Purchase Tax, Turnover tax or any other tax applicable in respect of this contract shall be payable by the contractor and government will not entertain any claim whatsoever in respect of the same.

16. The contractor shall give a list of both gazetted and non-gazetted BARC employees related to him.

17. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

18. The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.

19. The contractor shall submit list of works which are in under execution or awarded and certifying that the list of works are complete and no works have been left out in the following form:

PROJECTS UNDER EXECUTION OR AWARDED

Sr. No.	Name of work/ project and location	Owner or sponsoring organisation	Cost of work in Lakhs Rupees	Date of comm.-encem-ent as per contract	Stipula-ted date of comple-tion	Upto date percent age progres s of work	Slow progress if any and reasons thereof	Name and address / telephone number of officer to whom reference may be made	Re-mar-ks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

20. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be breach of the contract and the Superintending Engineer / Executive Engineer may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

GOVERNMENT OF INDIA
BHABHA ATOMIC RESEARCH CENTRE
ARCHITECTURE & CIVIL ENGINEERING DIVISION
TROMBAY, MUMBAI

Item Rate Tender & Contract for Works

(A) Tender for the work of :-

.....
.....
.....

(i) To be submitted by 15.00 hrs. on

(ii) To be opened in presence of tenderers who may be present at 15.30 hrs. on
in the office of

Issued to :
(contractor)

Signature of officer issuing the documents

Designation

Date of issue :

TENDER

I / We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F. Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I / We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for one hundred twenty (120) days from the due date of opening tender in single part / one hundred eighty (180) days from due date of opening part 'A' in two part tender and not to make any modifications in its terms and conditions.

A sum of Rs. Is hereby forwarded in cash / receipt treasury Challan / deposit at call receipt of a scheduled bank / fixed deposit receipt of scheduled bank / demand draft of a scheduled bank / Banker's cheque issued by a scheduled bank/ bank guarantee issued by a scheduled bank as earnest money. If I / We fail to furnish the prescribed performance guarantee within prescribed period, I / We agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I / We fail to commence work as specified, I / We agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I / We agree that in case of forfeiture of earnest money or both earnest money and Performance Guarantee as aforesaid, I / We shall be debarred for participation in the re-tendering process of the work.

I / We hereby declare that I / We shall treat the tender documents drawings and other records connected with the work as secret / confidential documents and shall not communicate information derived therefrom to any person other than a person to whom I / We am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated

*
Signature of contractor
Postal Address

+
Witness :
Address :
Occupation :

A C C E P T A N C E

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of Rs.

.....)

The letters referred to below shall form part of this contact Agreement :-

- a)
- b)
- c)

@
For & on behalf of the President of India
Signature
Designation

* Signature of contractor before submission of tender
+ Signature of witness to contractor's signature
@ Signature of the officer by whom accepted

SECTION -III

CONDITIONS OF CONTRACT

ADDITIONAL CONDITIONS

SECTION - III - CONDITIONS OF CONTRACT

DEFINITIONS :

1. The '**Contract**' means the documents forming the tender and acceptance thereof and the formal agreement executed between the President of India and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Chief Engineer / Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

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

ii) The '**Site**' shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

iii) The '**Contractor**' shall mean the individual, or firm or company, whether incorporated or not, undertaking the works and shall include the legal personnel representative of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual, or firm or company.

iv) The '**President**' means the President of India and his successors.

v) The '**Engineer-in-Charge**' means Engineer officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the President of India as mentioned in Schedule 'F' here under.

vi) '**Government**' or '**Government of India**' shall mean the President of India.

vii) The term C.E. represents Chief Engineer, of the Arch & Civil Engineering Division, Bhabha Atomic Research Centre, Trombay.

viii) Accepting Authority shall mean the authority mentioned in Schedule 'F'.

ix) Excepted risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of government, damages from air craft, acts of God such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.

x) **Market Rate** shall be the rate as decided by the Engineer-in- Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in schedule 'F' to cover, all overheads and profits.

xi) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the Government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.

xii) Department means Bhabha Atomic Research Centre (BARC), Department of Atomic Energy, Government of India which invites tenders on behalf of President of India as specified in Schedule 'F'.

xiii) District specifications means specifications followed by State Government in the area where the work is to be executed. Provided that this is specifically mentioned in Schedule 'F' of the tender

xiv) '**Tendered value**' means the value of the entire work as stipulated in the letter of award.

xv) Date of commencement of work : The date of commencement of work shall be the date of start as specified in Schedule 'F' or the first date of handing over of the site whichever is later, in accordance with the phasing if any, as indicated in the tender document.

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

4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
6. The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule –B) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
7. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, 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. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
- 8.1 In the case of discrepancy between the schedule of quantities, the Specifications and/or the Drawings, the following order of preference shall be observed.
- g) Description of Schedule of Quantities.
 - ii) Particular Specification and Special Condition, if any.
 - iii) Drawings.
 - iv) BARC Specifications.
 - v) Indian Standard Specifications of B.I.S.
- 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of :-
- i) The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - ii) Standard BARC form as mentioned in Schedule 'F' consisting of :
 - a) Various standard clauses with corrections upto the date stipulated in schedule 'F' along with annexure thereto.
 - b) B.A.R.C safety Code.
 - c) Model Rules for the protection of health, sanitary arrangements for workers employed by BARC or its contractors.
 - d) BARC Contractor's Labour Regulations.
 - e) List of Acts and omissions for which fines can be imposed.
 - iii) No payment for the work done will be made unless contract is signed by the contractor.

CLAUSES OF CONTRACT

CLAUSE 1 : PERFORMANCE GUARANTEE

i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule `F` from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-charge up to a maximum period as specified in Schedule `F` on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-charge. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at Call receipts of any Scheduled Bank/Banker's Cheque of any Scheduled Bank/Demand Draft of any Scheduled Bank/Pay Order of any Scheduled Bank (in case guarantee amount is less than Rs.1.00 Lakh) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed as Appendix 'A' hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.

iii) The Engineer-in-charge shall not make a claim under the Performance guarantee except for amounts to which the President of India is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of :

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-charge may claim the full amount of the Performance guarantee.

(b) Failure by the contractor to pay President of India any amount due, either as agreed by contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-charge.

(iv) In the event of the contract being determined or rescinded under provisions of any of the Clause /Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

CLAUSE 1-A: RECOVERY OF SECURITY DEPOSIT :

The person/ persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. The Earnest Money shall be adjusted first in the Security Deposit and further recovery of Security Deposit shall commence only when the upto date amount of Security Deposit starts exceeding the Earnest Money. Such deductions will be made and held by Government by way of Security Deposit unless he has / they have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or Fixed Deposit Receipts. In case a fixed deposit receipt of any bank is furnished by the contractor to the Government as part of the security deposit and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

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

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs.5 Lakhs subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs.5 Lakhs.

Provided further that the validity of bank guarantee including one given against the earnest money shall be in conformity with provisions contained in Clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of Clause 2 and Clause 5.

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

NOTE 2 : Government Securities will include all forms of securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

NOTE 3 : Note 1 & 2 above shall be applicable for both Clauses 1 & 1A..

CLAUSE 2 - Compensation for delay

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

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

i) Compensation for delay of work - @1.5% per month of delay to be computed on per day basis.

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular mentioned milestone in schedule F, or the re-scheduled milestone (s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s) the withheld amount shall be released.

In case the contractor fails to make up for the delay in subsequent milestone(s) amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever shall be payable on such withheld amount.

CLAUSE 2A – Incentive for early completion

In case the contractor completes the work ahead of scheduled completion time, a bonus @ 1% (one percent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five percent) of the tendered value. The amount of bonus, if payable, shall be paid alongwith final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in “Schedule F”.

CLAUSE 3 : DETERMINATION OF CONTRACT

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

- i. If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman-like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter.
- ii. If the contractor has, without reasonable cause suspended the progress of work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer in charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continue to do so after a notice in writing of 7 days from the Engineer in charge.
- iii. If the contractor fails to complete the work with in the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not **complete** them within the period specified in a notice given in writing in that behalf by the Engineer-in- Charge.
- iv. If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it with in 7 days after a notice in writing is given to him in that behalf by the Engineer-in- Charge.
- v. If the contractor shall offer or give or agree to give to any person in government service or any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- vi. If the contractor shall enter into a contract with Government in connection with which commission has been paid or agree to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- vii. If the contractor shall obtain a contract with Government as a result of wrong tendering or other non-bonafide method of competitive tendering.
- viii. If the contractor being an individual or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving **order** or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do or if any application be made under any insolvency act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- ix. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- x. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

xi. If the contractor assigns, transfers, sublets (engagements of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer in charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the President of India shall have powers:

a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.

b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work .

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

CLAUSE 3A : In case the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

CLAUSE 4 : Contractor liable to pay compensation even if action not taken under Clause 3,

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

CLAUSE 5 Time and Extension for delay

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

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

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

- I. Force majeure, or
- II. Abnormally bad weather or
- III. Serious loss or damage by fire, or
- IV. Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- V. Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- VI. Non-availability of stores, which are the responsibility of Government to supply or
- VII. Non-availability or break down of tools and plant to be supplied or supplied by Government or
- VIII. Any other cause which in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority as indicated in Schedule 'F' but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

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

5.4 In any such case the authority as indicated in Schedule "F" may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the authority as indicated in Schedule 'F' and this shall be binding on the contractor.

CLAUSE 6 – Measurements of the work done

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

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

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

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

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

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

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

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

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

CLAUSE 6A : COMPUTERISED MEASUREMENT BOOK

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

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

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

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

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered should be 100% correct, and no cutting or overwriting in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound after getting the earlier MB cancelled by the dept. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MBs for the purpose of reference and record by the various officers of the Dept.

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

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer in charge or his representative.

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

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

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

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

CLAUSE 7 – Payment on intermediate certificate to be regarded as advances.

No payment shall be made for work, estimated to cost Rs. Twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty thousand the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule "F", in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after presentation of the bill by the Contractor to the Engineer-in-Charge or his Assistant Engineer together with the account of the material issued by the department or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge, the period of ten working days will be extended to fifteen working days.

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

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

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed upto the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) upto lintel level (including sunshade etc.) and slab level for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

Payments in Composite Contracts :-

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

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

CLAUSE 8 Completion certificate and completion plans.

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

CLAUSE 8A Contractor to keep site clean

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

CLAUSE 8 B Completion plans to be submitted by the contractor.

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-1 internal) 2005 and (Part-II external) 1994, as applicable within thirty days of the completion of the work.

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

CLAUSE 9 Payment of final bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Asstt. Engineer, complete with account of materials issued by the Department and dismantled materials.

- | | | | |
|-----|---|---|-----------|
| i) | If the Tendered value of work is up to Rs. 15 Lakhs | - | 3 months. |
| ii) | If the Tendered value of work exceeds Rs. 15 Lakhs | - | 6 months |

CLAUSE 9A : PAYMENT OF CONTRACTOR'S BILLS TO BANK:

Payments due to the contractor may if so desired by him be made to his bank instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payments and (2) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bills or other claim preferred against Government before settlement by the Engineer-in-Charge of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor should wherever possible present his bills duly receipted and discharged through his bankers.

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

CLAUSE 10 : MATERIALS SUPPLIED BY GOVERNMENT :

Materials which Government will supply are shown in Schedule 'A' which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-Charge.

As soon as the work is awarded, the contractor shall finalize the programme for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/or schedule of quantities of the work. The contractor shall give in writing his requirement to the Engineer-in-Charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer-in-Charge, in accordance with the agreed phased programme of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his requirement.

Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being made to the contractor, from any sum then due or which may therefore become due to the contractor under the contract or otherwise or from the security deposit. At the time of submission of bills, the contractor shall certify that balance of materials supplied is available at site in original good condition.

The contractor shall submit along with every running bill (on account or interim bill) material-wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the case of steel) and resulting variations and reasons thereof. Engineer-in-Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contract and (or the CPWA code) all stores/materials so supplied to the contractor or procured with the assistance of the Government shall remain absolute property of Government and the 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 Engineer-in-Charge or his authorised agent. Any such stores/materials remaining unused shall be returned to the Engineer-in-Charge in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall require but in case it is decided not to take back the stores/materials the contractor shall have no claim for compensation on any account of such stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/materials.

On being required to return the stores/materials, 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 for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licences or permit and/or for criminal breach of trust, be liable to Government for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof all or any such material and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Government within the original schedule time for completion of work plus 50% thereof or schedule time plus 6 months whichever is more if the time of completion of work exceeds 12 months, but if a part of the materials only has been supplied within the aforesaid period, then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-Charge whose decision in this regard shall be final and binding on the contractor.

The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good/original condition at the time of completion or determination of the contract shall be returned to the Engineer-in-Charge at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue.

CLAUSE 10A : MATERIALS TO BE PROVIDED BY THE CONTRACTOR:

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

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

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

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

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

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

CLAUSE 10B: SECURED ADVANCE ON NON-PERISHABLE MATERIALS :

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

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

MOBILISATION ADVANCE

(ii) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installment to be determined by the Engineer-in-charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-charge in this behalf. The second and subsequent installment shall be released by the Engineer-in-charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-charge.

Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bond from Scheduled Bank for the amount of advance and valid for the contract period. This shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery, together with interest.

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

PLANT MACHINERY AND SHUTTERING MATERIAL ADVANCE

(iii) An advance for plant, machinery & shuttering material required for the work and brought to site by the contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery, which in the opinion of the Engineer-in-charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% of the tendered value. In the case of new plant and equipment to be purchased for the work, the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer – in – charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer – in – charge.

The contractor shall, if so required by the Engineer – in – charge, submit the statement of value of such old plant and equipment duly approved by a Registered Valuer recognized by the Central Board of Direct Taxes under the Income – Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs.50,000/- Seventy five percent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same.

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

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

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

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

INTEREST AND RECOVERY

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

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

CLAUSE 10C

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

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

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and / or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in Sales Tax / VAT, Central / State Excise / Custom Duty), Government shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and not being material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 hereof) and / or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and / or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and / or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under Clause 2.

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

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

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

CLAUSE 10CA: Payment due to variation in prices of materials after receipt of tender:

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

However for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

The increase / decrease in prices of cement, steel reinforcement & structural steel shall be determined by the all India Wholesale Price Indices of materials as published by the Economic Advisor to Government of India, Ministry of Commerce and Industry and base price for materials as mentioned in schedule-F. In case, price index of a particular material is not issued by the Ministry of Commerce and Industry then the price Index of nearest similar material as indicated in schedule 'F' shall be followed.

The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material:-

Adjustment for component of individual material

$$V = P \times Q \times \left(\frac{C1 - C1o}{C1o} \right)$$

Where,

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

P : Base price of material as mentioned in schedule-F valid at the time of last stipulated date of receipt of tender including extensions if any.

Q : Quantity of material brought at site for bonafide use in the works since previous bill.

Clo : All India Wholesale Price Index for the material as Published by the Economic Advisor to the Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.

CI : All India Wholesale Price Index for the material for period under consideration as published by The Economic Advisor to The Government of India, Ministry of Industry and Commerce

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

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

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

CLAUSE 10 (CC) : PAYMENT DUE TO INCREASE / DECREASE IN PRICES / WAGES (excluding materials covered under Clause 10 CA) AFTER RECEIPT OF TENDER FOR WORKS:

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

- (i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.
- (ii) The cost of work on which the escalation will be payable shall be reckoned as below:
 - a) Gross value of work done up to this quarter(A)
 - b) Gross value of work done up to the last quarter.....(B)
 - c) Gross value of work done since previous quarter (A-B) :.....(C)
 - d) Full assessed value of Secured Advance (excluding materials covered under Clause 10 CA) fresh paid in this quarter (D)
 - e) Full assessed value of Secured Advance (excluding materials covered under Clause 10 CA) recovered in this quarter(E)
 - f) Full assessed value of Secured Advance for which escalation is(F) payable in this quarter (D-E).
 - g) Advance payment made during this quarter(G)
 - h) Advance payment recovered during this quarter(H)
 - i) Advance payment for which escalation is payable in this quarter (G-H).....(I)

j) Extra items deviated quantities of items paid as per Clause 12 based on prevailing market rates during this quarter.

Then, $M = C (+/-)F (+/-)I - J$

$$N = 0.85 \times M$$

k) Less cost of material supplied by the Department
as per Clause 10 and recovered during the quarter. (K)

l) Less cost of services rendered at fixed charges as per Clause 34
and recovered during the quarter.(L)

Cost of work for which escalation is applicable

$$W = N - (K + L)$$

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

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

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

$$V_M = W \times (X_M / 100) \times \{(MI - MI_0) / MI_0\}$$

V_M : Variation in Materials cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W : Cost of work done, worked out as indicated in sub para (ii) of Clause 10 CC.

X_M : Component of 'Materials' (except cement, structural steel, reinforcement bars and other materials covered under Clause 10 CA) expressed as percent of the total value of work.

MI : All India Whole Sale Price Index for **civil component / electrical component** (Note: Relevant component only will be applicable) of construction materials as worked out on the basis of **All India whole sale Price Index for Individual Commodities/ Group items** for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, **and applying weightages to the individual Commodities / Group Items**

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

MI_0 : All India Whole Sale Price Index for **civil component / electrical component** of construction materials as worked out on the basis of **All India whole sale Price Index for Individual Commodities/ group items** valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, **and applying weightages to the individual Commodities / Group Items**

b) Adjustment for component of “POL”

$$V_F = W \times (Z / 100) \times \{(FI - FI_0) / FI_0\}$$

V_F : Variation in cost of Fuel, Oil and Lubricant i.e. increase or decrease in the amount in rupees to be paid or recovered.

W : Value Cost of work done, worked out as indicated in sub para (ii) of clause 10CC.

Z : Component of Fuel, Oil and Lubricant expressed as percent of the total value of work.

FI : All India Whole Sale Price Index for Fuel, Oil and Lubricant for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, New Delhi.

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

FI_0 : All India Whole Sale Price Index for Fuel, Oil and Lubricant as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, New Delhi. valid on the last stipulated date of receipt of tender including extension, if any.

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

(a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding the month in which the tender was accepted) and thereafter at three months interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

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

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

$$V_L = W \times (Y / 100) \times \{(LI - LI_0) / LI_0\}$$

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

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

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

LI_0 : Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

LI : Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration.

(In respect of the justified period extended under the provisions of clause 5 of the contract, without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to the stipulated date of completion or the minimum wage prevailing on the last date of quarter previous to the one under consideration, whichever is less, shall be considered.)

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

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

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

c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled adult Male Mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

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

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

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

ix) Provided always that:-

(a) where the provisions of Clause 10 CC are applicable, provision of Clause 10 C will not be applicable but provisions of Clause 10 CA will be applicable

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

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding 18 Months.

CLAUSE 10D : EXCAVATED / DISMANTLED MATERIALS WILL BE GOVT. PROPERTY:

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

CLAUSE 11 : WORK TO BE EXECUTED AS PER SPECIFICATIONS, DRAWINGS, ORDERS, ETC. :

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly fully and faithfully to the designs, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with standard specification of BARC specified in Schedule 'F' or in any Bureau Indian Standard or any other, published Standard or Code or Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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

CLAUSE 12 : DEVIATIONS / VARIATIONS : EXTENT AND PRICING:

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

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

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

DEVIATION, EXTRA ITEMS AND PRICING:

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

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

DEVIATION, SUBSTITUTED ITEMS, PRICING:

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

DEVIATION, DEVIATED QUANTITIES, PRICING :

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

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

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

12.5: For the purpose of operation of :Schedule 'F' the following works shall be treated as works relating to foundations unless otherwise defined in the contract :

i) For buildings: All works upto 1.2 metres above ground level or up to- floor 1 level whichever is lower. -

ii) For abutments, piers and well stening : All works up to 1.2 m above bed level.

iii) For retaining walls, wing walls, compound walls, chimneys, overhead rerservoirs / tanks and other elevated structures : All works upto 1.2 mtrs above the ground level.

iv) For reservoirs / tanks (other than overhead reservoirs / tanks) : All works upto 1.2 meters above the ground level.

v) For basement : All works upto 1.2 meters above ground level or upto floor 1 level whichever is lower.

vi) For roads, all items of excavation and filling including treatment of sub-base.

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

Deviation limit beyond which clause 12.2 & 12.3 shall apply:

a)	For building work (Excluding foundation works)	30%
b)	For foundation work	100%
c)	Maintenance works	50%

CLAUSE 13: FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:

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

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

- i) Any expenditure incurred on preliminary site work, e.g temporary access roads, temporary labour huts, staff quarters and site office, storage accommodation and water storage tanks.
- ii) Government shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided however, Government shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Government cost of such materials as detailed by Engineer-in-charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- iii) If any materials supplied by Government are rendered surplus, the same except normal wastage shall be returned by the contractor to Government at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to Government stores, if so required by Government, shall be paid.
- iv) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

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

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

CLAUSE 14 :

Carrying out part work at risk & cost of contractor

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or

- (iii) Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

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

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

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

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

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

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

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

CLAUSE 15 : SUSPENSION OF WORK :

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

- (a) on account of any default on the part of the contractor or;
- (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- (c) for safety of the works or part thereof.

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

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

Provided, further, that the contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials in schedule 'A' where such delay is covered by difficulties relating to the supply of wagons, force majeure including non-allotment of such materials by controlling authorities, acts of God, acts of enemies of the state/country or any reasonable cause beyond the control of the Government.

CLAUSE 16 : ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS :

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

If it shall appear to the Engineer-in-Charge or his authorised subordinates incharge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or officers of the organization engaged by the Department for Quality Assurance to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in case of Work Costing ₹10.00 Lakhs and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

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

CLAUSE 17 : CONTRACTOR'S LIABILITIES DURING MAINTENANCE PERIOD :

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within **12 months (6 months in the case of work costing Rs. 10,00,000/- and below except road work)** after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship, the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense, or in default, the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due, or at any time thereafter may become due to the contractor, or from his security deposit, or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of **12 months (6 months in the case of work costing Rs. 10,00,000/- and below except road work)** after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract, half of the security deposit will be refundable after **6 months** and the remaining half after **12 months** of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later. Performance Security shall be refunded to the contractor after completion of the work and recording the completion certificate.

In case of maintenance and operation of E&M services, the security deposit deducted from contractors may at the considered opinion of the EIC, which shall be final and binding be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract, whichever is earlier

CLAUSE 18 : CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC. :

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

CLAUSE 18A : RECOVERY OF COMPENSATION PAID TO WORKMAN : In every case in which by virtue of the provisions Sub-Section (1) of Section 12 of the Workmen's Compensation Act. 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor the amount of the compensation so paid; and, without prejudice to the rights of the Government under, sub-section (2) of Section 12 of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under Sub-Section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

CLAUSE 18B: ENSURING PAYMENT AND AMENITIES TO WORKERS IF CONTRACTOR FAILS TO DO SO :

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

CLAUSE 18C: The contractor shall indemnify the President, represented by Director, BARC from any loss, responsibility, legal, moral, or otherwise for and in the unwelcome event of any accident that is caused by criminal negligence and or any unsafe working condition which in the opinion of the EIC could have been caused by and for any reason attributable to the contractor for even force majeure, causing loss of life, incapacitation, grievous injury to ant workmen, supervisor or any other person and the indemnity so executed separately on a non judicious stamp paper shall be in force during the execution of the contract and shall remain co- terminus with Clause-17 *ibid*.

CLAUSE 19 : LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR :

The contractor shall obtain a valid license under the Contract Labour (R & A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition & Regulation) Act-1998.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1986.

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

CLAUSE 19A: NO LABOUR BELOW 14 YEARS : No labour below the age of 14 (fourteen) years shall be employed on the work.

CLAUSE 19B : FAIR WAGE CLAUSE : (PAYMENT OF WAGES) :

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

ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contracts, the contractor shall comply with or cause to be complied with the DAE Contractor Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, wherever applicable.

iv-a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction made from his or their wages which are not justified by their terms of the contract or non-observance of the regulations.

iv-b) Under the provisions of the minimum wages (Central) Rules, 1950, the contractor is bound to allow the labourers directly or indirectly employed in the works one day's rest for six days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labourers, and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

v) The contractor shall comply with the provisions of the payment of wages Act 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 and the Contractor's Labour (Regulation and Abolition) Act, 1970 or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

vi) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the D.A.E. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE - 19C : SAFTY PROVISIONS FOR LABOUR & PENALTY ON DEFAULT : In respect of all labour directly or indirectly employed in the work for the performance of the contractors part of this contract the contractor shall at his own expense arrange for the safety provisions as per DAE safety code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs. 200/- for each default and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19D : SUBMISSION OF LABOUR CHART BY EVERY FORTNIGHT : The contractor shall submit, by 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 the first half of the current month respectively.

1. The number of labourers employed by him on the work.
2. Their working hours.
3. The wages paid to them.
4. The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
5. The number of female workers who have been allowed Maternity Benefit, according to clause 19 F and the amount paid to them.

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

CLAUSE 19E : HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS : In respect of all labour directly or indirectly employed in the works for the performance of the contractors part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Bhabha Atomic Research Centre and its contractors.

CLAUSE 19F: MATERNITY BENEFIT RULES FOR FEMALE WORKERS EMPLOYED BY CONTRACTORS

Leave and pay during leave shall be regulated as follows :

1) **LEAVE :**

- i) **In case of delivery :** maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day.
- ii) **In the case of miscarriage :** upto 3 weeks from the date of miscarriage.

2) **PAY :**

- i) **In the case of delivery :** leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rs.1/- only a day whichever is greater.
- ii) **In case of miscarriage :** leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date of such miscarriage.

3) **CONDITIONS FOR THE GRANT OF MATERNITY LEAVE :**

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than 6 (six) months immediately preceding the date on which she proceeds on leave.

4) The contractor shall maintain a register of maternity (Benefit) in the prescribed form as shown below and the same shall be kept at the place of work.

REGISTER OF MATERNITY BENEFITS

(Clause 19 F of the conditions of contract)

Name and address of the contractor(s) : -----

Name and location of the work : -----

Name of the employee	Father's / Husband's Name	Nature of employment	Period of actual appointment	Date on which notice of confinement given
1	2	3	4	5

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

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

SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR IN D.A.E. WORKS.

Name and location of the work : -----

Name and address of the contractor :-----

1. Name of the woman and her husband's Name :
2. Designation :
3. Date of appointment :
4. Date with months and years in which she is employed :
5. Date of discharge/dismissal, if any :
6. Date of production of certificates in respect of pregnancy :

7. Date on which the woman informs about the expected delivery :
8. Date of delivery/Miscarriage/death :
9. Date of production of certificate in respect of delivery/miscarriage :
10. Date with the amount of maternity/death benefit paid in advance of expected delivery:
11. Date with the amount of subsequent payment of maternity benefit :
12. Name of the person nominated by the woman to receive the payment of the maternity benefit after her death :
13. If the woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment:
14. Signature of the contractor authenticating entries in the register :
15. Remarks column for the use of Inspecting Officer:

CLAUSE 19G : PENALTY FOR NON COMPLIANCE OF LABOUR REGULATIONS : In the event of the contractor(s) committing a default or breach of any of the provisions of the D.A.E. Contractor's Labour Regulations and Model Rules, for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum not exceeding Rs. 200/- for every default, breach or furnishing, making, submitting, filling such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs. 200/- per day for each day of default subject to a maximum of 5% of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the Contractor(s) is/are not properly observing and complying with the provisions of the DAE, Contractor's labour Regulations and the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (R&A) Central Rules 1971 for the protection of health and sanitary arrangements for work people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/or observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities here-in-before mentioned at the cost of the contractor(s).

The contractor(s) shall erect, make and maintain at his/their own expense to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standard, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19H: PROVIDING HUTMENTS, W/S, S/I, DRAINAGE, SANITATIONS ETC. FOR WORKERS: The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the "camp") of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.

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

b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80 m. x 1.50 m (6' X 5') adjacent to the hut for each family.

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

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

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

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

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

d) There shall be kept an open space of at least 7.2 m (18 yards) between the rows of huts which may be reduced to 6 m (20 ft.) according to the availability of site with approval of the Engineer-in-Charge. Back to back construction will be allowed.

3. **Water Supply** : The contractor(s) shall provide adequate supply of water for the use of labourers. The provision shall not be less than 10 Ltrs. two gallons of pure and wholesome water per head per day for drinking purposes and 15 Ltrs. three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or rivers, tanks, which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to his/their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.

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

5. **Disposal of Excreta** : The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every 8 seats in case of dry system.

6. **Drainage** : The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.

7. The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

8. **Sanitation** : The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

Clause 19 I : REMOVAL OF INCOMPETENT WORKERS

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

CLAUSE 19J : NO PART OF BUILDING TO BE OCCUPIED- ACTION ON BREACH THEREOF : It shall be the responsibility of the contractors to see that the building under construction is not occupied by anybody unauthorisedly during construction and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed, is occupied illegally, then the Engineer-in-Charge will have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed by the- Superintending Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

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

CLAUSE 19 K: EMPLOYMENT OF SKILLED/SEMI-SKILLED WORKERS:

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

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs.5 Crores.

CLAUSE 20 : MINIMUM WAGES ACT TO BE COMPILED WITH :

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

CLAUSE 21 : WORK NOT TO BE SUB-LET / ACTION IN CASE OF INSOLVENCY :

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

CLAUSE 22 : SUMS PAYABLE BY WAY OF COMPENSATION :

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

CLAUSE 23 : CHANGES IN FIRM'S CONSTITUTION TO BE INTIMATED :

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement whereunder the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequence shall ensue as provided in the said Clause 21.

CLAUSE 24 : WORKS TO BE UNDER DIRECTION OF ENGINEER-IN-CHARGE :

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

CLAUSE 25 Settlement of Disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter :

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

If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer, the contractor may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Engineer who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chief Engineer for appointment of arbitrator on prescribed performa as per Appendix XV, as given below : failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

Notice for appointment of Arbitrator
[Refer Clause 25]

To
The Chief Engineer
Architecture & Civil Engineering Division
BARC, Trombay,
Mumbai 400 085

Dear Sir,

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

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

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

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

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

Yours faithfully,

(Signatures)

Copy in duplicate to:

1. The Project Engineer
Arch. & Civil Engg. Divn., BARC
2. The Superintending Engineer
Arch. & Civil Engg. Divn., BARC

ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by Director, BARC, in respect of the contract entered in to by any sub ordinate authority under him. However, if the contract is entered into by Director BARC, the arbitrator shall be appointed by the Department of Atomic Energy.. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

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

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

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

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

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

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

CLAUSE 25A : DELETED.

CLAUSE 26 : CONTRACTOR TO INDEMNIFY GOVT. AGAINST PATENT RIGHTS:

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

CLAUSE 27: LUMP SUM PROVISIONS IN TENDER:

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

CLAUSE 28 : ACTION WHERE NO SPECIFICATIONS ARE SPECIFIED :

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

CLAUSE 29 : WITH HOLDING AND LIEN IN RESPECT OF SUMS DUE FROM CONTRACTOR :

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

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

2) Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc. to be made after payment of the final bill and if as a result of such audit and technical examination, any sum found to have been over paid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (1) of this clause or in any other manner legally permissible, and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under-payment shall be duly paid by Government to the contractor, without any interest thereon whatsoever.

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

CLAUSE 29A : LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS : Any sum of money due and payable to contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Government or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer in-charge or the Government or with such other person or persons.

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

CLAUSE 30 : Deleted.

CLAUSE 31 : SUPPLY OF UNFILTERED WATER

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

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

CLAUSE 31A : Departmental water supply, if available.

Water if available may be supplied to the contractor by the department subject to the following conditions:- as per Schedule-A (Schedule of materials to be supplied by the Department).

- (i) The water charges @ 1% shall be recovered on gross amount of the work done.
- (ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipe lines from existing main of source of supply.
- (iii) The department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the Government water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

CLAUSE 32 : ALTERNATE WATER ARRANGEMENT

- (i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the Government, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pump and wells are intended. He will also be responsible for all damages and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer In Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.

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

CLAUSE 33 : RETURN OF SURPLUS MATERIALS - ACTION TO BE TAKEN :

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

CLAUSE 34 : Hire of plant and machinery :

(i) The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereafter referred to as T&P) required for execution of the work except for the Plant and Machinery listed in Schedule-C and stipulated for issue to the contractor. If the contractor requires any item of T&P on hire from the T&P available with the Government over and above the T&P stipulated for issue, the Government will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer In Charge. In such a case, all the conditions here under for issue of T&P shall also be applicable to such T&P as is agreed to be issued.

(ii) Plant and Machinery when supplied on hire charges shown in Schedule-C shall be made over and taken back at the departmental equipment yard /shed shown in Schedule-C and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

(iii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the department.

(iv) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over up to and inclusive of the date of the return in good order even though the same may not have been working for any cause except major break down due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer In Charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer In Charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the break down before lunch period or major break down will be computed considering half a day's break down on the day of complaint. If the break down occurs in the post lunch period of major break down will be computed starting from the next working day. In case of any dispute under this clause, the decision of the Superintending Engineer shall be final and binding on the contractor.

(v) The hire charges shown above are for each day of 8 hours (inclusive of the one hour of lunch break) or part thereof.

(vi) Hire charges will include service of the operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, fire wood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be full responsible for the safeguard and security of the plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying the Department against any loss or damage caused to the plant and machinery either during transit or site of work.

(vii) Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work however, the Engineer In Charge may, at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that case, the hourly hire charges for over time to be borne by the contractors shall be 50% more than the normal proportionate hourly charges (1/8 th of the daily charges) subject to a minimum half day's normal charges on any particular day. For working out hire charges for over time, a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.

(viii) The contractor shall release the plant and machinery every seventh day for periodical servicing and/or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing/ wash out irrespective of the period employed in servicing.

(ix) The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the Engineer-in-Charge, the work or a portion of work for which the same was issued is completed.

(x) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Department and will be countersigned by the contractor or his authorized agent daily. In case the contractor contests the correctness of the entries and/or fails to sign the Log Book, the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure).

(xi) In the case of concrete mixers, the contractors shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion.

(a) In case rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of departmental rollers, maximum quantity of any items to be consolidated for each roller-day shall also be same as in Annexure to Clause 34(x). For less use of rollers, recovery for the less roller days shall be made at the stipulated issue rate.

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

(xiii) The contractor will be exempted from levy of any hire charges for the number of days is called upon in writing by the Engineer In Charge to suspend execution of the work, provided Government plant and machinery in question have, in fact, remain idle with the contractor because of the suspension.

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

CLAUSE 35 : Use of asphaltic materials :

(i) The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.

(ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material return to the contractors. Although the materials are hypothecated to Government, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.

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

CLAUSE 36. – Employment of Technical Staff and Employees

Contractors & Superintendence, Supervision, Technical staff & Employees

i) The contractor shall provide all necessary superintendence during execution of the work and all long thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirements of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule "F". The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this Clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site ~~within~~ before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself / themselves as required to the engineer-in-charge and / or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording / checking / test checking of measurements of work and whenever so required by the Engineer – in- charge and shall also note down instructions conveyed by Engineer –in-charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements /checked measurement /test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in the event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/ are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule “F” and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked /test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical Principal technical representative and /or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable other technical representative(s) is /are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) alongwith every on account bill / final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

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

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

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

CLAUSE 37 : LEVY/TAXES PAYABLE BY CONTRACTOR :

Sales Tax / VAT (except Service Tax for which exemption certificate shall be provided by BARC), Building and other Construction Workers Welfare Cess or any other tax or cess in respect of this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect. However, in respect of service tax, in consultancy contract the same shall be paid by the contractor/consultant to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.

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

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

CLAUSE 38: CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDERS

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

CLAUSE 39 : TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR :

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Divisional Officer on behalf of the President shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 40 : IF RELATION WORKING IN DAE, THEN CONTRACTOR NOT ALLOWED TO TENDER :

The contractor shall not be permitted to tender for works in the **Bhabha Atomic Research Centre**, (Responsible for award and execution of contracts) in which his near relative is posted as AO/AAO or as an officer in any capacity between the grades of Superintending Engineer to Scientific Assistant (Both inclusive) . He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the Bhabha Atomic Research Centre. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

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

CLAUSE 41 : NO OFFICER ALLOWED AS A CONTRACTOR TILL 1 YEAR OF RETIREMENT :

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

CLAUSE 42 : RETURN OF MATERIALS AND RECOVERY FOR EXCESS MATERIALS ISSUED :

- (i) After completion of the work and also at any intermediate stage in the event of non reconciliation of materials issued, consumed and in balance – (see Clause 10), theoretical quantity of materials issued by the Government for use in the work shall be calculated on the basis and method given hereunder:-

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

CLAUSE 43 : COMPENSATION FOR DAMAGE TO WORKS DURING WAR LIKE SITUATIONS :

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

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

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

CLAUSE 44 : APPRENTICES ACT - PROVISIONS TO BE COMPLIED WITH :

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

CLAUSE 45 : REFUND OF SECURITY DEPOSIT AFTER LABOUR CLEARANCE. Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer – in – charge. Engineer – in – charge on receipt of the said communication, shall write to the Labour Officer to intimate any complaint is pending against the contractor in respect of the work if no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

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SECTION - 3(ii) - SAFETY CODE :

Refer Construction Safety Manual available at www.tenderwizard.com/DAE or www.barc.gov.in website in addition to followings:

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).
2. Scaffolding or staging more than 3.6 m. (12 feet) above the ground or floor, swung or suspended from an over head support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured atleast 90 cm. (3 feet) high above the floor or platform of such scaffolding or staging and extending along the entire length of the out side and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m. (12 feet) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (ii) above.
4. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3 feet).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m. (30 feet) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 1/2") for ladder up to and including 3 m. (10 feet) in length. For longer ladders this width should be increased at least 1/4" for each additional 30 cm. (1 foot) of length. Uniform step spacing shall not exceed 30 cm. (12"). Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such persons or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. **Excavation and trenching :** All trenches, 1.2 m. (4 feet) or more in depth, shall at all times be supplied with atleast one ladder for each 30 m. (100 feet) in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 90 cm. (3 feet) above the surface of the ground. The side of the trenches which are 1.5 m. (5 feet) or more in the depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapsing. The excavated materials shall not be placed within 1.5 m. (5 feet) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.
7. **Demolition :** Before any demolition work is commenced and also during the process of the work:—
 - i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - ii) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged
 - iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

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

- i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
- iii) Those engaged in welding works shall be provided with welders protective eye shields.
- iv) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to:-
 - a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
 - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - c) Before entry, presence of toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and given indication of their presence.
 - d) Presence of oxygen should be verified by lowering a detector lamp into the manhole. In case, no oxygen is found inside the sewer line, workers should be sent only with oxygen kit.
 - e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
 - j) Gas masks with oxygen cylinder should be kept at site for use in emergency.
 - k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The motors for these shall be vapor proof and of totally enclosed type. Non sparking gas engines also could be used but they

should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

- l) The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.
 - m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- vi) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken :—
- a) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
 - b). Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on cessation of work.
9. The contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever man above the age of 18 are employed on the work of lead painting the following principle must be observed for such use:
- i) White lead, sulphate of lead, or product containing these pigment, shall not be used in painting operation, except in the form of paste or of paint ready for use.
 - ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.
 - iii) Measures shall be taken, wherever practicable to prevent danger arising out from dust caused by dry rubbing down and scrapping.
 - iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - v) Overalls shall be worn by working painters during the whole of the working period.
 - vi) Suitable arrangements shall be made to prevent clothing put off during working hours, being soiled by painting materials.
 - vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by a medical man appointed by the competent authority of the Department.
 - viii) The Department of Atomic Energy may require, when necessary, medical examination of workers.
 - ix) Instruction with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

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

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

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

b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

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

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

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

12. Motors, gearing, transmission, electrical wiring and other dangerous parts of hoisting appliances should be provided with efficient safe-guards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energised, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are the good conductors of electricity.

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

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

15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineer-in-Charge of the Department or their representatives.

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

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SAFTY WITH SCAFOLDINGS

INTRODUCTION:

1. This bulletin deals with safety regulations and precautions to be followed in the construction use, maintenances etc. of scaffolds. This will serve as a guide to users of scaffolds in the construction and maintenance operations.
2. Suitable scaffolds are used for performing work that cannot be done from the ground, part of a permanent structure, a ladder or other available means of support.
3. Scaffolds are used in many construction and maintenance operations. Fall of person is the most common hazard accompanying the use of scaffolds because of the height usually involved.

1. GENERAL:

1.1 Every scaffolds and its supporting members should be designed to support given load, with a safety factor of at least four. No alterations should be made that might impair the strength of such structures, no improvised, make-shift or substandard scaffold should be permitted even for the most temporary use.

1.2 All work in connection with such structures, including construction, alteration and removal should be carefully done under the direction and supervision of persons who have had experience in such works.

2. MATERIALS OF CONSTRUCTION:

2.1 Every scaffold and every part thereof, including supports, should be of good construction, sound material, of adequate strength for the purpose which it is meant to be used and should be properly maintained.

Planks should be laid flat with an overlap lengthwise, of at least 30cm. with the centre of the overlap directly over a bearer. Boards and planks used for the floors should be of uniform thickness, closely laid and securely fastened in place.

2.2 All member used in the construction of scaffolds, should be sound straight grained free from cross grains, shakes and loose or dead knots. It should also be free from dry rot, large checks, worm holes, or other defects impairing its strength or durability.

2.3 All nails used in the construction of scaffolds, staging and supports should be of ample size and used in sufficient quantities at each connection to develop the designed strength of scaffold. Nails should penetrate to the holding piece to a depth of at least 12 times the diameter of nail.

2.4 Barrels boxes, loose titles blocks, loose piles of bricks or other unstable objects should not be used to support planks used as working platforms.

3. PLATFORMS, RAILINGS AND TOE-BOARDS:

3.1 The minimum uniformly distributed design load per sq.m. of platforms should be 250 kg. Any concentrated load at any point in the span should not exceed the designed uniformly distributed load. Planks should not be less than 50mm thick.

3.2 The rear of outer side of every scaffolding, platform and ramp more than 2M above the surrounding ground or solid construction, or adjacent to deep holes, excavations, railroad tracks, high tension electrical wires, should be provided with a substantial guard rail of standard construction consisting of top and intermediate rails, and toe-boards all supported by posts and securely connected at scaffold at intervals of not more than 2.4 M.

3.3 The width of the scaffolds should be such as to provide a clear walkway 50 cm. wide. If path of the width of scaffold is to be used for keeping materials such as brick, mortar or lumber, the scaffold should be made wider so as to provide a walkway of the required width.

3.4 Where scaffolds are erected over side walks or over areas in which persons must work or pass, the space between the railing and toe-board should be fitted with side screens.

3.5 There should be a screen or other protection suspended from the scaffold to catch materials that may fall from above. Screens should extend beyond the edge of the scaffold to catch any materials that may fall over the edges.

4. MEANS OF ACCESS:

4.1 A safe and convenient means of access should be provided to the platform scaffold. This requirement does not apply to swinging scaffolds or those with convenient access from adjacent floors.

Means of access may be portable ladder, fixed ladder, ramp or it may be a stairway. The use of cross braces or framework as means of access to the working surface should not be permitted.

4.2 If scaffolds are to be used to a great extent or for a long period of time, a regular plank stairway, wide enough to allow two persons to pass, should be erected. Such stairways should have handrails on both sides.

4.2.1 No stairway or run of slope exceeding 2 in 3 should be used.

4.2.2 Where the slope of a stairway or run renders additional foot hold necessary, and in every case where the slope is more than 1 in 4, there should be provided proper stepping laths which should:

- a) have a minimum section of 50 x 30 mm and be placed at maximum interval of 45 cm and
- b) be of length to cover the full width of the stairway of run except that they may be interrupted over a width not more than 10cm to facilitate the movement of barrows.

5. OVERBEAD PROTECTION:

5.1 Overhead protection should be provided on the scaffold whenever persons are working at higher places. This protection should be not more than 3m above the scaffold floor and should be of planks or other suitable materials.

6. USE OF SCAFFOLDS:

6.1 Good housekeeping should be maintained at all times upon scaffolding, platforms and ramps. Excessive storage of materials thereon should be avoided and care must be taken to avoid accumulation of small object, such as boards, tools, pieces of reinforcing steel, waste concrete which may easily be disturbed or knock off. Hand rails should be kept in good repair and securely nailed or otherwise fastened down. Scaffold should be cleared of all tools, materials and rubbish at the end of each working day / shift.

6.2 Persons should not be permitted on scaffolds when the platform or guard rails are slippery. Persons should not be permitted on work on scaffolds during storm or strong winds.

6.3 Suspended scaffolds should never be used for the storage of stone or heavy materials. Two or more swinging scaffolds should not at any time be combined into one by bridging the distance between them with planks or any other form of connection. Life Like securely fastened from above should be provided for each person working on a swinging scaffold. Safety belts should be tied to the life lines.

7. **INSPECTION:**

7.1 As scaffolds have to remain in position normally for many weeks they must be inspected at least once a week to make sure that nothing has gone wrong since erection. In addition, they must always be inspected after a spell of bad weather which might have affected their stability.

7.2 The inspections must be carried out by some one who knows the faults to look for and how they may be put right. It is important to know that the work of inspection has been completed and what faults have been found, the results of each inspection must, therefore, be recorded. Any scaffold damaged or weakened from any cause should be immediately repaired and persons should not be allowed to use it until repairs have been completed.

8. **DISMANTLING:**

8.1 The dismantling of scaffold should be carefully done under experienced supervision. Care should be taken not to drop small, loose objects when removing scaffold planks. All nails should be promptly removed from scaffold planks and the planks safely piled.

9. **PRECAUTIONS AGAINST PARTICULARS HAZARDS:**

9.1 Care should be taken to see that no uninsulated electric wire exists within 3M. of the working platform, stairway etc. of the scaffold.

9.2 While carrying bars, rods or pipes of any conducting materials of length greater than 3M in the vicinity of electric wires, special care should be taken that these bars do not touch the electric wires.

9.3 Care should be taken against any possibility of wooden scaffold catching fire. In suspended scaffolds, if a blow torch or other flame is used for removing paints, only wire ropes not less than 10mm in diameter should be used.

9.4 Care should be taken to see that no part of a scaffold is struck by a truck or other heavy moving equipment and no material should be dumped against it.

9.5 Scaffolds on through fare should be provided with light.

9.6 Access to cable tunnels, hydrants etc. should remain free at all times.

9.7 Care should be taken from damaging under ground cables and equipment. This is specially important when parts of scaffolds for other fasteners have to be driven in the ground.

SECTION - 3 (iii) : MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY BARC OR ITS CONTRACTORS :

1. **APPLICATION :** These rules shall apply to all building and construction works in charge of BARC, Department of Atomic Energy in which twenty or more workers are ordinarily employed or are proposed to be employed on any day during the period during which the contract work is in progress.

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

3. FIRST-AID FACILITIES :

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

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

a) For work places in which the number of contract labour employed does not exceed 50. Each first-aid box shall contain the following equipments:

(i) 6 small sterilised dressings.

(ii) 3 medium size sterilised dressings.

(iii) 3 large size sterilised dressings.

(iv) 3 large sterilised burn dressings.

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

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

(vii) 1 snake-bite lancet.

(viii) 1 (30 gms.) bottles of potassium permanganate crystals.

(ix) 1 pair scissors.

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

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

(xii) Ointment for burns.

(xiii) A bottle of suitable surgical antiseptic solution.

b) For work places in which the number of contract labour exceeds 50. Each first-aid box shall contain the following equipments:

(i) 12 small sterilised dressings.

(ii) 6 medium size sterilised dressings.

(iii) 6 large size sterilised dressings.

(iv) 6 large size sterilised burn dressings.

(v) 6 (15 gms.) packets sterilised cotton wool.

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

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

(viii) 1 roll of adhesive plaster.

(ix) 1 snake-bite lancet.

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

(xi) 1 pair scissors.

(xii) 1 copy of the First-Aid leaflet issued by the Director General, Factory Advice Service and Labour Institute, Government of India.

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

(xiv) Ointment for burns.

(xv) A bottle of suitable surgical antiseptic solution.

(3) Adequate arrangements shall be made for immediate recoument of the equipment when necessary.

(4) Nothing except the prescribed contents shall be kept in the first aid box.

(5) The First-Aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

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

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

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

4. DRINKING WATER :

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

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

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

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

5. WASHING FACILITIES :

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

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

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

6. LATRINES AND URINALS :

- (i). Latrines shall be provided in every work place on the following scale, namely:
 - a) Where females are employed, there shall be at least one latrine for every 25 females.
 - b) Where males are employed, there shall be at least one latrine for every 25 males.

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

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

(iii) Construction of latrines : The inside walls shall be constructed of masonry or some suitable heat resisting non-absorbent materials and shall be cement washed inside and outside at least once a year. Latrines shall not be of a standard lower than bore-hole system.

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

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

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

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

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

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

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

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

7. PROVISION OF SHELTER DURING REST : At every place there shall be provided, free of cost, four suitable sheds, two for meal, and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 feet) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 Sq.m. per head.

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

8. CRECHES :

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

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

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

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

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

9. CANTEENS :

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

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

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

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

(v) The floor shall be made of smooth and impervious material and inside walls shall be lime washed or colour washed at least once in each year:

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

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

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

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

(ix) The dining hall shall accommodate at a time 30 per cent of the contractor labour working at a time.

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

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

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

(xii) Sufficient tables, stools, chairs or benches shall be available for the number of diners to be accommodated as prescribed in sub-rule (ix).

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

(2) The furniture, utensils and other equipments shall be maintained in a clean and hygienic condition.

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

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

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

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

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

(xvi) In arriving at the price of food stuffs and other articles served in the canteen, the following items shall not be taken into consideration as expenditure, namely:—

(a) The rent of land and buildings;

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

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

(d) The water charges and other charges incurred for lighting and ventilation;

(e) The interest and amounts spent on the provision and maintenance and equipments provided for in the canteen.

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

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

11. The above rule shall be incorporated in the contracts and notice inviting tenders and shall form part of the contract.

12. AMENDMENTS : Government may, from time to time, add to or amend these rules and issue such directions as it may consider necessary for the purpose of removing any difficulty which may rise in the administration thereof.

* * * * *

SECTION - 3 (iv) : DEPARTMENT OF ATOMIC ENERGY CONTRACTORS LABOUR REGULATIONS:

1. SHORT TITLE :

These regulations may be called the “Department of Atomic Energy Contractors. Labour Regulations”.

2. DEFINITIONS :

i) **“Workmen”** means any person employed by the Department of Atomic Energy or its Contractor directly or indirectly through a sub-contractor, with or without the knowledge of the Department of Atomic Energy, to do any skilled, semi-skilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person—

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

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

c) Who is an out worker, that is to say, a person to whom any article or materials are given out by or on behalf of the principal employer to be made up, cleaned, washed, altered, ornamental finished, repaired, adopted or otherwise processed for sale for the purposes of the trade or business of the principal employer and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the Control and management of the principal employer.

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

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

iv) **“Wages”** shall have the same meaning as defined in the payment of wages act.

2(a) Normally working hours of an adult employee should not exceed 9 hours a day and in case of a child 4 1/2 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

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

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

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

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

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

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

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

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

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

4. DISPLAY OF NOTICE REGARDING WAGES ETC. :

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

5. PAYMENT OF WAGES :

(i) The contractor shall fix wage periods in respect of which wages shall be payable.

(ii) No wage period shall exceed one month.

(iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand, such persons are employed shall be paid before the expiry of the seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

(iv) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

(v) All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

(vi) Wages due to every worker shall be paid to him direct or to other person authorised by him in this behalf.

(vii) All wages shall be paid in current coin or currency or in both.

(viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the payment of Wages Act, 1956.

(ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.

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

(xi) The contractor shall obtain from the Engineer-in-Charge or any other authorised representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of wages" or the "Wage-cum-Muster Roll" as the case may be in the following form :

"Certified that the amount shown in column No. _____

has been paid to the workmen concerned in my presence on _____
_____ at _____

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

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

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

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

Note: An approved list of acts and omissions for which fines can be imposed is enclosed as Annexure – I.

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

iv) The total amount of fine which may be imposed in anyone wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.

v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.

vi) Every fine shall be deemed to have imposed on the day of the act or omission in respect of which it was imposed.

7. LABOUR RECORDS:

i) The contractor shall maintain a “**Register of persons employed**” on work on contract in Form XIII of the CL (R & A) Central Rules, 1971 (Annexure B).

ii) The contractor shall maintain “**Muster Roll**” in respect of all workmen employed by him on the work under the contract in form XVI of the CL (R & A) Rules, 1971 (Annexure C).

iii) The contractor shall maintain “**Wage Register**” in respect of all workmen employed by him on the work under the contract in form XVII of the CL (R & A) Rules, 1971 (Annexure D).

iv) **Register of accidents:**

The Contractor shall maintain a register of accident in such form as may be convenient at the work place but the same shall include the following particulars:

- a) Full particulars of the labourers who met with accident.
- b) Rate of wages.
- c) Sex.
- d) Age.
- e) Nature of accident and cause of accident.
- f) Time and date of accident.
- g) Date and time when admitted in Hospital.
- h) Date of discharge from Hospital.
- i) Period of treatment and result of treatment.
- j) Percentage of loss earning capacity and disability as assessed by Medical Officer.
- k) Claim required to be paid under workmen’s Compensation Act.
- l) Date of payment of compensation.
- m) Amount paid with details of the person to whom the same was paid.
- n) Authority by whom the compensation was assessed.
- o) Remarks.

v) **Register of Fines:**

The contractor shall maintain a “**Register of Fines**” in the form XII of the CL (R & A) Rules, 1971 (Annexure K).

vi) The contractor shall maintain a “**Register of deductions for damage or loss**” in the form XX of the CL (R & A) Rules, 1971 (Annexure J).

vii) **Register of Advances:**

The contractor shall maintain a “**Register of Advances**” in the form XXI of the CL (R & A) Rules, 1971 (Annexure K).

viii) **Register of overtime:**

The contractor shall maintain a “**Register of Overtime**” in the form XXIII of the CL (R & A) Rules, 1971 (Annexure L).

8. ATTENDANCE CARD-CUM-WAGE SLIP:

i) The contractor shall issue an attendance card-cum-wage slip to each workmen employed by him in the specimen form at (Annexure-E).

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

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

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

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

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

9. EMPLOYMENT CARD :

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

10. SERVICE CERTIFICATE :

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a service certificate in form XV of the CL (R & A) Central Rules, 1971 (Annexure G).

11. PRESERVATION OF LABOUR RECORDS :

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

12. POWER OF LABOUR OFFICERS TO MAKE INVESTIGATIONS OR ENQUIRY :

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

13.. REPORT OF LABOUR OFFICER :

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

a) The Engineer-in-Charge shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the Chief Engineer as the case may be.

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER :

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

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER :

i) A workman shall be entitled to be represented in any investigation or enquiry under these regulation by:

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

b) An officer of a federation of trade unions referred to in clause (a) is affiliated.

c) Where the employer is not member of any registered trade union, by an officer of a trade union, connected with, or by any other workman employed in the Industry in which the worker is employed.

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

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

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

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

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

16.. INSPECTION OF BOOKS AND SLIPS:

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

17. SUBMISSION OF RETURNS:

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

18. AMENDMENTS:

The Central Government may from time to time, add to or amend the regulations and any question as to the application, interpretation or effect of these regulations the decision of the Chief Engineer concerned in that behalf shall be final.

ANNEXURE- ' A '

LABOUR BOARD

Name of work _____

Name of contractor _____

Address of contractor _____

Name and address of Division _____

Name and address of Labour Officer _____

Name and address of Labour Enforcement Officer _____ Date _____

Sl .No	Category	Minimum wage fixed	Actual wage paid	Number present	Remarks

Weekly holiday _____

Wage period _____

Date of payment of wages _____

Working Hours _____

Rest Interval -----

ANNEXURE – 'C'

**FORM XVI
MUSTER ROLL**

Name and address of contractor:

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

Nature and location of work:

Name and address of Principal Employer:

For the month of/fortnight:

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

ANNEXURE D

**FORM XVII
REGISTER OF WAGES**

Name and address of contractor:

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

Nature and location of work:

Name and address of Principal employer:

Sl. No	Name of workman	Serial in the register of workmen	Designation/ Nature of work	No. of Days worked	Unit of work done	Daily rate of wages / piece Rate	Basic Wages	Dearness allowance	Over time	Other cash payment (indicate nature)	Total	Deductions if any	Net amount paid	Signature/ Thump impression of workmen	Initials of contractor or his representative
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Wage period:
Monthly/Fortnightly

ANNEXURE D

ANNEXURE-E WAGE CARD

Wage Card No.:

Name and address of contractor:

Date of issue :

Name of work with location: Designation :

Name of workman: Month/Fortnight :

Rate of wages :

Date of issue : _____ Designation _____ Month/Fortnight _____

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

Morning:

Rate:

Evening:

Amount:

Initial:

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

The Wage Card is valid for one month from the date of issue.

Signature

ANNEXURE 'E'
(Reverse)

FORM XIX
WAGE SLIP

Name and address of contractor: _____
 Name and Fathers/Husbands name of workman: _____
 Nature and location of work: _____
 For the Week/Fortnight/Month ending: _____
 1. No. of days worked: _____
 2. No. of units worked in case of piece: _____ rate workers
 3. Rate of daily wages/piece rate: _____
 4. Amount of overtime wages: _____
 5. Gross wages payable: _____
 6. Deductions, if any: _____
 7. Net amount of wages paid : _____

Initials of the contractor or his representative

ANNEXURE- ' F'

FORM XIV
EMPLOYMENT CARD

Name and address of contractor: _____
 Name and address of establishment in/under: _____ which contract is carried on
 Name of work and location of work: _____
 Name and address of Principal employer: _____
 1. Name of the workman: _____
 2. Sl. No. in the register of workman: _____ employed
 3. Nature of employment/designation: _____
 4. Wage rate (with particulars of unit in: _____ case of piece work)
 5. Wage period: _____
 6. Tenure of employment: _____
 7. Remarks: _____

Signature of contractor

ANNEXURE G

**FORM - XV
SERVICE CERTIFICATE**

Name and address of contractor: _____

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

Name and location of work: _____

Name and address of workman _____

Name and address of principle employer _____

Age or Date of birth _____

Identification marks _____

Father / husband's Name _____

Sl.No	Total period for	Which Employed	Nature of work Done	Rate of wage(with particulars of Unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

ANNEXURE 'I'**LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED :**

In accordance with rule 5 of the Department of Atomic Energy Contractor's Labour Regulations to be displayed prominently at the site of work in both English and local language.

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

ADDITIONAL CONDITIONS

1. MATERIALS OBTAINED FROM DISMANTLEMENT:

The contractor in the course of their work should understand that all materials (e.g. stone and other materials) obtained in the work of dismantling excavation etc. will be considered Government property and issued to the contractor (if they require the same for their own use) at rates approved by the Chief Engineer. If they do not require these materials, they will be disposed off to the best advantage of Government.

2. DELAY IN OBTAINING MATERIALS BY THE DEPARTMENT:

Owing to difficulty in obtaining certain materials in the open market, the Government has undertaken to supply materials as specified in Schedule 'A' here to annexed rates states therein. There may be delay in obtaining the materials by the Department and the contractor is, therefore, required to keep himself in touch with day-to-day position, regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the material. It should be clearly understood that no claim whatsoever shall be entertained by the Government on account of delay in supplying materials. In case the materials included in schedule of supply of materials are not supplied by the Department and in case the use of such material is required in the works, the contractor with prior orders of the Engineer, for the use of such materials/ sections etc. from his own stocks or sources, may use of such materials of approved and tested quality. In all such cases the contractor shall produce the details of these materials such as quality, quantities including testing certificates and shall be entitled to claim extra payment for such use. The extra payment/ deduction would be the difference between the actual price (to be supported by vouchers) and the issue price.

3. Any damage to work resulting from rains or from any other cause until the work is taken over by the Department after completion will be made good by the contractor at his own cost.

4. The contractor shall get himself acquainted with the nature and extent of the work and satisfy himself about the availability of quarry and of kiln for collection and conveyance of materials required for the construction. The contractor's quoted rate should take into account all these factors, and will not be allowed any extra lead for collection and conveyance of materials for any reasons whatsoever.

5. The contractor shall deposit royalty and obtain necessary permit for supply of Red Bajri, stone kankar etc. from local authorities

6. Security deposit should not be paid till clearance certificate from Labour Officer is obtained by Contractor.

7. No area shall be allotted by the Department for setting up of labour camp.

8. Labour Camp shall not be erected at the site of the work nor any Labour shall be allowed to live at site.

9. The contractor shall conform to the provision of any Government acts which relate to works and to the regulations and by laws of any local authorities. The contractor shall give all notices required by the said acts or laws etc. and pay all fees payable to such authorities and allow for those contingencies in his tendered rates including fees for encroachments, costs of restorations etc. and all other fees payable to the local authorities.

10. The contractor shall undertake to have site clean free from rubbish to the satisfaction of the Engineer-In-charge. All surplus materials, rubbish etc. will be removed to the place fixed by the Engineer-In-charge and nothing extra will be paid.

11. CONVENIENCE FOR DEPARTMENT'S ACTIVITIES:

The contractor shall not deposit materials on any site which will seriously be inconvenient to any of the Department's activities. The Engineer-In-charge may require the contractor to remove any materials which are considered by him to be of danger or inconvenience to the activities of the department or cause them to be removed at the contractor's cost.

12. EMPLOYMENT OF CERTIFIED PLUMBERS:

Certified plumbers should be employed by the contractor on the work for main sewer filtered and unfiltered main.

13. EMPLOYMENT OF LICENSED ELECTRICAL FOREMAN (for electrical works only)

The contractor should employ a licensed electrical foreman to supervise the electrical works.

14. The contractor shall not employ a woman and man below the age of 18 on the work of painting with products containing lead in any form, where ever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for use.

i)a) White lead, sulphate of lead, products containing these pigments shall not be used in painting operation except in the form of paste or paint ready for use.

b) Measures shall be taken in order to prevent danger arising from the application of paint in the form of spray.

c) Measures shall be taken wherever practicable to prevent danger arising from dust caused by the rubbing down and scrapping.

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

b) Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.

c) Overalls shall be worn by working painters during the whole of the working period.

iii) a) Case of lead poisoning and of suspected lead poisoning shall be notified, and shall be subsequently verified by a medical man appointed by the Competent authority of BARC.

b) The B.A.R.C. may require, when necessary a medical examination of workers.

c) Instructions with regard to the special hygiene precautions to be taken in the painting trade shall be distributed to working painters.

15. In any section of these specifications where item of material or equipment are specified by brand name, catalogue number or by names of manufacturers, the contractor is required to use the same material / equipment only. Equivalent to the material / equipment shall be acceptable (after reducing/increasing the rate to extent of difference in cost) incase of its non-availability and after confirming the same in writing from the manufacturer only with the written approval of Engineer-in-charge.

16. **SUBSTITUTE OF MATERIALS** : (a) In any section of these specifications where items of material or equipment are specified by brand name, catalogue number or by names of manufacturers the reference is intended to be descriptive and not restrictive and is solely for the purpose of indicating the type or quality of item that will be acceptable. An approved equal shall be acceptable whether so specifically stated or not at the discretion of the Engineer.

(b) The Engineer reserves the right to have certain tests and / or analysis made of any proposed substitute material or equipment to determine its acceptability for the purpose specified.

i) Samples of the proposed substitute material or equipment certified by the manufacturer, shall be submitted to the Engineer for test and / or analysis. The quantities of the items in question required for these tests and / or analysis shall be determined by the Engineer.

ii) During the progress of the work, the Engineer may, should be deem it advisable, take samples of the substitute item for check test or analysis.

iii) All costs of the tests, check tests and / or analysis made shall be borne by the contractor.

iv) No proposed substitute for a specified item shall be used in the work of the contract prior to written authorization by the Engineer, such written authorization to state the amount of the adjustment, if any to be made in favour of the Department.

v) Should the use of authorized substitute materials and / or equipment proposed by the Contractor, require, in the opinion of the Engineer changes or modifications in the design, engineering drawing, specifications or work to be performed under the contract in any way, all of the cost of making such changes or modifications, whether or not considered at the time of the substitute was approved shall be borne by the Contractor. Said costs shall include, but not be limited to the finishing installation by the Contractor of any additional materials or equipment which in the opinion of the Engineer may be deemed necessary to accommodate the substitute materials and / or equipment in the work.

SECTION - IV
SPECIAL INSTRUCTIONS TO
TENDERERS

NAME OF WORK :- _____

SPECIAL INSTRUCTIONS TO TENDERERS

1. The tenderer is requested to visit the site to acquaint himself with the site conditions, working conditions, approaches, availability of materials, facilities for storing construction materials, dumping facilities for his labour force, geological and weather conditions and all other relevant information required for tendering before submitting his tender.

2. LOCATION AND SCOPE OF THE WORK :

Please refer Performa of Schedules.

3. The tenderer should also note that other contractor will be working in the vicinity and this work will have to be carried out in proper co-ordination with them. The tenderers shall also note that they shall have to clear the site of vegetation, debris etc. before commencement of the work and that no extra payment is permissible on account of clearance of site, removal of debris etc. coming in the way of construction work.

4. STAKING OUT BASE LINES AND LEVELS:

The contractor shall layout his work from base lines and grade established by the Department and shall be responsible for all measurements in connection therewith. The contractor shall at his own expense furnish all stakes, templates, platforms equipments, ranges and labour that may be required in setting of layout of any part of the work. The contractor shall be held responsible for the proper execution of the work to such lines and grades as may be established or indicated on the drawings and in specifications. The contractor shall take benchmarks, lines and levels. The contractor is to construct and maintain proper benches at the intersections of all main walls, columns, etc. in order that the lines and levels may be accurately checked at all times, theodolite, levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary for the work shall be provided by the contractors for use at site in connection with this work.

5. DRAINAGE IN THE VICINITY OF THE BUILDING:

The contractor shall be entirely responsible for the provision and maintenance of the efficient drainage arrangements in the work site to lead of all water whatever pumped from the excavation or on account of rains, springs or any other sources whatsoever. Flooding or ponding of water in the work site shall not be permitted under any circumstances whatsoever and the contractor shall take all precautions to prevent the same by providing suitable pump or other dewatering arrangements. The cost of repairing damages, if any, to the work under execution or to any Government property in and around the site shall be entirely borne by the contractor when such damages are due to non-compliance with the above conditions.

6. TRAFFIC INTERFERENCE & INCONVENIENCE TO THE PUBLIC:

The contractor shall conduct his operations so as to interfere as little as possible with the traffic. When interference to traffic is inevitable, notice of such interference shall be given to the Engineer-in-charge well in advance (at least 2 days). The contractor shall take all precautionary and other measures, such as providing warning signals, temporary diversions

etc. all as directed by the Engineer-in-charge. The contractor shall exercise full care to ensure that no damage is caused by him or his workmen, during the operations, to the existing water supply and power lines. The cost of any such damage and risks arising out of this shall be entirely borne by the contractor. The contractor shall not deposit materials on any site which will seriously inconvenience the public. The Engineer-in-charge may require the contractor to remove any materials which are considered to be of danger or inconvenient to the public or cause them to be removed at the contractor's cost.

7. COMMENCEMENT AND COMPLETION OF WORK IN PROPER SCHEDULE:

The entire work shall be completed within a period of (as specified in NIT/ Schedule F) months including monsoon period from fifteenth day after the date on which the written order to commence the work is issued.

Time being the essence of the contract, a broad based time schedule showing the important phases of the work has been prepared by the Department for contractor's information and enclosed herewith. It will be necessary for the contractor to adhere to this programme of work and he will have to prepare and submit detailed programme of work and showing the various activities of work taking into consideration the departmental programme. This programme shall be submitted by the contractor within a fortnight of the acceptance of the tender for the approval of the Engineer-in-charge, which will then form part of the contract and the work is to be carried out in all respects as per time schedule.

8. CO-OPERATION WITH OTHER CONTRACTORS:

The contractor shall afford all facilities and give complete co-operation for the execution of various other works, if required to be carried out simultaneously by other agencies while his own work is in progress. The co-ordination will be effected in consultation with the Engineer-in-charge of the work. Other contractors are also likely to be authorised by the owners to work in the same area during the construction stage for work such as (i) Electrical (ii) Air-conditioning (iii) Services and (iv) Public Health and other miscellaneous works.

The contractor shall afford all facilities

a) For the installation of embedded parts, sleeves with its accessories in slabs, beams or walls by the other agencies, before the reinforcement is placed. Necessary outlets in the Shuttering will have to be provided by the civil contractor for this purpose for which no extra payment will be admissible.

b) For the installation of various service lines in the walls, floors, slabs ducts etc.

c) The contractor shall afford all facilities for using scaffolding etc. by the other contractors.

No extra claims on account of facilities provided for carrying out the work mentioned above will be entertained.

9. SPECIFICATIONS AND DRAWING

a) The drawings furnished to the contractor shall be interpreted by the use of given dimensions and nomenclature only, and the drawings shall not be scaled. Drawings to a large scale shall have precedence over those to a smaller scale.

b) Prior to the execution of the work the contractor shall check all drawings, specifications and shall immediately report all errors, discrepancies and /or omissions discovered therein to the Engineer-in-charge and obtain appropriate orders in the same. Any adjustments made by the contractor without prior approval of Engineer-in-Charge shall be at his own risk. Each description of item in the schedule of quantities shall be read in conjunction with the relevant drawings and specifications and the contractor's rate shall be

deemed to be such complete work unless otherwise specified by the contractor while tendering.

c) Cost of all shop drawings, fabrication drawing of formwork drawings and details to be furnished by the contractor shall be deemed to be included in his tendered rates for the form work. Approval of shop drawings shall not be construed as authorizing additional work of increased costs to the Department.

d) Prior to submission for approval, the contractor shall be responsible for thoroughly checking all drawings to ensure that they comply with the intent and the requirements of the contract specifications and that they fit in with the overall building layout. Drawings found to be inaccurate or otherwise in error will be returned for correction by the contractor.

e) For all drawings to be submitted by the Contractor for the approval of the Engineer-in-charge, the contractor shall submit 6 (six) copies of each drawings for approval.

f) The approval of the drawings by the Engineer-in-charge shall not be construed as a complete dimensional check, but will indicate only that the general method of construction and detailing is satisfactory. The contractor shall be responsible for the dimensions and design of adequate connection, supports, details & satisfactory construction of the work.

10. CONTRACTOR'S STORES AND SITE OFFICE:

Suitable area near the site of the work shall be allocated to the contractor free of cost for storing his equipment, plant, materials, etc. and for his site office and cement godown. He will, however, be solely responsible for watching or guarding his property and materials issued to him by the owner. Contractor shall cover all materials at site with requisite insurance against theft larceny, decoits, fire tempest and flood. He, however will have to dismantle the sheds and vacate the land after the receipt of due notice from Engineer-in-charge ,if the same is obstructing any work.

11. APPROACH ROADS:

Contractor shall be permitted to use the existing roads in the establishment area for the purpose of transporting labourers and materials etc. The Engineer-in-charge, however, will not undertake to provide any approach roads to the site of work. It shall be entirely the responsibility of the contractor to provide and maintain such temporary approach roads at his own cost for the purpose of movement of men, materials and equipment. Layout of such approach road shall be submitted to Engineer-in-charge for his approval before undertaking the construction of the same. Such approach roads shall be made available to other agencies carrying out the work in the same area in consultation with Engineer-in-charge of the works without any extra cost.

12. TEMPORARY BUILDINGS:

Warehouse, shed, workshop and office facilities as required by the contractor shall be provided by him at his own expenses. Prior approval of the Engineer-in-charge shall be obtained in respect of location layout and details, of these buildings. After the work is over these temporary facilities shall be removed by the contractor at his own expenses to the satisfaction of the Engineer-in-charge within 10 days from the date of completion. No land for erecting temporary huts for housing the contractors Labourers will be made available by the Department. The contractor will have to make his own arrangements for the same.

13. INSPECTION:

The work shall be conducted under the general direction of the Engineer-in-charge and is subject to inspection by his appointed representative to ensure strict compliance with the terms of contract. No failure of the Engineer-in-charge or his designated representative during the progress of work to discover or to reject materials or work not in accordance with

the requirements of this contract shall be deemed an acceptance thereof, or a waiver of defects therein, and payment by the Engineer-in-charge a partial or entire occupancy of the premises shall be construed to be an acceptance of work or materials which are not strictly in accordance with the requirements of this contract. No changes whatsoever to any provision of the specifications shall be made without written authorization from the Engineer-in-charge.

14. WATER:

Only piped water will be made available to the contractor at site at one place on the main line to be determined by the Engineer-in-charge. The contractor shall make his own arrangements for drawing water from the main. He shall bear the cost of making all connections, boosting water, laying all the pipe lines, installing a tested meter of approved make, maintaining all installations and dismantling the same on completion of work and making good any damage due to such piping of work and its removal. The meter shall be provided with masonry chamber, with a lid and locking arrangement.

The contractor shall pay for all the water drawn by him at the rate specified in Schedule 'A'. In case it is observed that the water meter is out of order the consumption of water for the period during which the meter was out of order shall be worked out on the basis of 1 % of the cost of items of construction requiring water, during the said period.

The contractor shall provide at his own cost adequate storage of water required for his work and drinking for the labour to tide over temporary stoppage in the supply of water. No claims for any help of work in this account will be entertained.

15. REQUIREMENT OF ELECTRIC POWER:

The tenderers should submit along with their tenders the total approximate requirement of electric power that may be required by them for the execution of the work.

16. ELECTRICITY:

GUIDELINES FOR TEMPORARY POWER SUPPLY AT SITE AND

GENERAL SAFETY PROCEDURE:

(A) General:

i) Electrical power supply at Medium voltage (415 volt, 3 phase, 4 wires) for constructional purpose and general lighting will be made available at site or near site of work at the discretion of Engineer-in-charge at one point. The distance will not however, exceed 50 meters from the building site. The contractor has to lay the power lines from this point at his own cost in an approved manner as indicated in subsequent clauses. The power supply will be made available subject to following:

ii) The contractor should submit a list of equipments he proposed to connect for constructional and general lighting purposes indicating his power requirements in appropriate form enclosed (Annexure-I) for approval of Engineer-in-charge.

iii) A list of licensed electrical staff he will be posting at site.

iv) The contractor should pay the minimum charges based on his power demands at Current tariff rates prevailing at site as charged by supply authorities and as shown in schedule 'A' (Schedule of Materials to be supplied).

v) Suitably rated KWH meter will be supplied and installed by contractor and test certificates as per ISS from authorised test lab. or manufacturer is submitted.

vi) All extension from this point shall be executed in an approved manner with prior permission of Electrical Engineer. The installation shall conform to Indian Electricity Rules, Indian Electricity Act 1910 & IRE Regulations as per the latest Revisions and got executed by Licensed Electrical Contractors only.

vii) The entire installation shall be subject to the following tests before energisation of installation including portable equipments.

- a) Insulation resistance test
- b) Polarity test of switches
- c) Earth continuity test
- d) Earth electrode resistance

The testing procedure and results shall conform to ISS & Code of practice. The contractor shall provide the necessary skilled and unskilled labour and also instruments for conducting the test. The tests shall be carried out in the presence of Electrical Engineer and submitted in proforma enclosed

(Annexure-II).

viii) Double grounding will be provided for all equipments. Power supply will be effected after completion of above.

(B) After energising the installation continuity of power supply will be subject to the following:

i) The contractor shall submit a test report as per Clause (A) (vii) a,b, c, d for his complete installation every 2 months or after rectifying any faulty section in the specimen test report enclosed (Annexure II). One such test report for the complete installation shall be submitted before onset of monsoon.

ii) The contractor should not connect any additional load without prior permission of Electrical Engineer. For obtaining additional power required, test reports should be submitted.

iii) Where distribution boards are located at different places, the contractor shall submit schematic drawing indicating all details like size of wires, OH or cable feeders, earthings etc.

iv) The supply will be switched off by the Elec. Engineer by prior arrangement with Civil Dept. for normal and preventive maintenance etc., of Departmental equipments once in a month. The duration and time will be intimated to contractor. The availability of power supply will be further subject to shut down due to any emergency break downs or switch off by supply authorities for their maintenance works. Contractor is not eligible for any compensation due to above.

Government will not be liable for any loss or damage to the contractor's equipment as a result of variations in voltage or frequency of interruptions in power supply. In the event of any failure / interruptions /stoppage of power supply for a continuous period not exceeding 24 hours the contractor shall have no claim whatsoever against Government. For any power failure / stoppage resulting in interruptions for a continuous period exceeding 24 hours, the contractor will be eligible only for reasonable extension of time for any compensation in this account.

Government will not be liable for any loss to the contractor arising from failure or interruption or stoppage of works any attendant delays consequent upon such failure, interruption or stoppage of power supply or variations in voltage or frequency.

(C) The following are provided for general guidance of the contractor and should be read as specific requirements, in addition to complying with Indian Electricity Act, Indian Electricity Rules, I.S. Regulations.

- i) The minimum clearance to be maintained for all overhead line shall be 4 meters along roads and 6.1 meters across roads.
- ii) Wherever cables or wires are laid on poles a guard wire of adequate size shall be run along the cables/wires and earthed effectively.
- iii) Metallic poles as general rule should be avoided and if used should be earthed individually.
- iv) All loose hanging of wire and cables should be avoided and should be properly supported and an approved method of fixing shall be adopted.
- v) Installation shall not cause any hindrances to movement of men and materials.
- vi) Reinforcement rods or any metallic part of structures should not be used for supporting wires and cables fixtures, equipments etc.
- vii) All cables and wires should be adequately protected mechanically against damages.
- viii) In case the cable is required to be laid in ground, it should be adequately protected by covering the same with bricks, PCC tile or any other approved means.
- ix) Laying of cables and wires direct on floor shall be avoided but if, required the same shall be taken through G.I. / M.S. pipes etc.

- D.
- i) All the switch boards, equipments etc. should be protected from rain and should not be exposed to weather. The contractor should provide proper enclosure of approved size and shape for protection against rain.
 - ii) As far as possible, switch fuse units and Distribution Boxes etc. with HRC fuses should be used.
 - iii) The switch fuse units should be checked for their proper function. As far as possible new equipments should be used. However, the same shall be in a very good condition. ISI marked equipments from reputed manufacturers will be preferred. Switch fuse units of appropriate ratings of fuse be utilised for the required power supply and all terminals in the external supply should, as far as possible, be taken from the bottom of the switch such that rain water or its spray will not enter the switch boards from the top. All switches of the switch boards should have proper gaskets so that no water will enter even if rain water or its spray falls on the switches.
 - v) All the Distribution Boards, Switch fuse units, Bus bar chambers etc. shall be dust and vermin proof.

The distribution boards, switches etc. shall be so fixed that they should be easily accessible. The position and location of all equipments, switches etc. shall be informed to the Electrical Engineer at the time of energisation. Also, the same should be informed as soon as any change is done.

- E.
- i) Only PVC insulated & PVC sheeted wires or armoured PVC insulated and sheeted cables should be used for external power supply connections of temporary nature. Weather proof rubber wire should not be used for any temporary power supply connections. Taped joints in the wires shall be avoided as far as possible and the connections shall be made in looping system. At the terminal points of the switch boards, an effective PVC Box or alternatively M.S. Box, with proper glands and sealing arrangements, should be provided to ensure that no moisture leaks at the terms of the switches.
 - ii) All armoured cables shall be properly terminated by using suitable cable glands, standard conductor cables shall be connected by using cable lugs / sockets, Cable lugs should preferably be crimped, cable lugs should be proper size and

should correspond to the current rating and size of the cables. Twisted connections will not be allowed.

iii) All the cables glands shall be properly earthed.

iv) All connections to lighting fixtures, starters or other power supply should be provided with PVC insulated, PVC sheathed twin core wires to have better mechanical protection for preventing possible damage to equipment or injury to personnel. No taped joints will be allowed and the connections may be looping system.

v) All the lighting fixtures and lamp holders shall be of good quality and in good condition. Badly repaired or broken holders etc. will not be allowed for use.

vi) The working areas shall be adequately lighted. The lighting fixtures shall be fixed in such a manner such that sufficient head clearance is provided for general working.

vii) For day to day lighting requirements it is preferred that an extension board is used for three pin plugs should be used for tapping. By using the extension boards any number of light points can be tapped as and when required, without having any joints in wires.

viii) The connection for portable machines shall be taken through 3 pin plugs points, Iron clad industrial type plug outlets are preferred. While taking supply through plug outlet a plug top must be used. The third pin of the plug shall invariably be earthed and 3 core wire shall be used.

ix) Wire guards shall be provided on bulbs as far as possible.

F. (i) Method of earthing, installation and size of earth electrodes and earthing conductors and earth testing results shall conform to relevant I.S. etc.

ii) Generally the contractor shall make his own arrangements for main electrode and taping thereof. The existing earth points available at site can be used at the discretion of the Electrical Engineer with prior permission.

iii) Joints in earthing conductor shall be avoided as far as possible. However in case of a joint it should be properly soldered or jointed in an approved manner. Twisting of wires will not be allowed. Loop earthing of equipment shall not be allowed. However, tappings from on earth bus may be done. Every equipment should be provided with two independent earth connections except for portable equipments.

iv) All three phase equipments shall be provided with duplicate earthing./ All light fixtures and portable equipments should be effectively earthed to main earthing.

G. Power supply to all the machines and lighting fixtures etc. shall be switched off when not in use.

i) Persons having valid wireman's license / competency certificate must be employed for carrying out electrical work and repair of equipments, installation and maintenance at site. A qualified /licensed supervisor may also be employed for supervision.

ii) An electric power failure and/or accident caused due to noncompliance of above mentioned instructions will entirely be the responsibility of the contractor.

iii) On recommendations by the Electrical Engineer the Engineer-in-charge reserve the right to disconnect the power supply to the contractor Without prior intimation. If the above mentioned instructions are not Followed contractor will not be eligible for any compensation due to such disconnections.

SAFETY INSTRUCTIONS: ELECTRICAL OPERATIONS

I Installations:

i) Electrical equipment and installations should be so designed, installed and maintained at to prevent danger from contact with live conductors and / or from electrically originated fire. Only qualified/licensed persons should be permitted to install, adjust, examine on repair electric equipment/circuits.

ii) Materials for all electrical equipment should be selected with regard to working voltage, load and working environment, such equipment should conform to the relevant standards.

iii) Exposed live parts at electrical circuits and equipment operating with alternating current (AC) at 50 volts or more should be generally provided with permanent enclosures / cover.

Crane trolley wires and other conductors, which cannot be completely insulated, should be placed such that they are inaccessible under normal working conditions.

iv) Armouring and sheathing of electric cables, metal circuits and their fittings, metallic fittings and other non-current carrying parts of electrical equipment and apparatus should be effectively grounded.

v) Grounding conductor of wiring system should be copper or other corrosion resistant material. An extra grounding connection should be made in appliances / equipments where chances of electric shock is high.

vi) Electric fuses and / or circuit breakers installed in equipment circuits for short circuit protection should be of proper rating. It is also recommended that high rupture capacity (HRC) fuses should be used wherever possible in circuits carrying currents more than 15 amps.

vii) Open type distribution boards should be placed only in dry and ventilated rooms, they should not be placed in the vicinity of storage batteries in otherwise exposed to chemicals fumes.

viii) Isolating switches should be provided for disconnecting electrical equipment or conductors from the source of supply when repair or maintenance work has to be done on them.

ix) In front of distribution boards a clear space of 105 cm (3.5') should be maintained in order to have easy access during an emergency.

x) Adequate working space should be provided around electrical equipment which require adjustment or examination during operation.

xi) As far as possible electrical switches should be excluded from a place where there is danger of explosion. All electrical equipments such as motors, switches and lighting installed in work room where there is possibility of explosion hazard should be explosion proof type approved by CMRS, Dhanbad.

xii) After installation of new electric system and/or other extensive alterations to existing installations, an Electrical Engineer before the new system should make thorough inspection or new extension is put in use.

II. OPERATION & MAINTENANCE:

i) A person who works with electrical installation / equipment should be aware of the electrical hazards, use of protective devices and safe operational procedures. They should be given training in fire fighting, first aid and artificial resuscitation techniques.

ii) The supervisor should instruct in the proper procedure, specify and enforce the use of necessary protective equipment such as adequately insulated pliers, screw drivers, fuse pullers and similar hand tools. Only wooden ladders should be used to reach the heights in electrical work.

iii) Before any maintenance work is commenced on electrical installation / equipment the circuits should be de-energised and ascertained to be dead by positive test with an approved voltage testing device. Switches should be tagged or the fuse holders withdrawn before starting the work.

iv) Adequate precautions should be taken in two important aspects

- a) That there shall be no danger from any adjacent live part and
- b) That there shall be no chances of re-energisation of the equipment on which the persons are working.
- v) While working or near a circuit, whenever possible the use of only one hand should be practised even though the circuit is supposed to be dead. The other hand may preferably be kept in pocket.
- vi) When it is necessary to touch electrical equipment (for example when checking for overload or motors) back of the hand may be used. Thus, if accidental shock were to cause muscular contractions, one should not 'freeze' to the conductor.
- vii) Operation of electrical equipment should be avoided when standing on wet floor or when hands are wet.
- viii) Before blown fuses are replaced, the circuit, should be locked out and investigations should be made for the cause of the short-circuit or overload.
- ix) Pliers, screw drivers, testing lights and other tools for the work should be adequately insulated for voltage involved.
- x) When two persons are working within reach of each other, they should never work on different phases of the supply.
- xi) When structural repairs, modification or painting works are undertaken, appropriate measures should be taken for the protection of persons where work may bring them into the proximity of live equipment I circuit.
- xii) Temporary electrical connections should be removed as soon as the stipulated work is over.
- xiii) An insulation resistance test should be carried out every time an equipment is connected back after alterations or repair. Also, insulation resistance tests (meggar tests) should be made periodically and significantly low readings or sudden changes should be carefully investigated. Outside installations which are exposed to weather should be tested more frequently.
- xiv) It should be ensured that no extension boards are over loaded while tapping. Only standard three pin plugs should be used for tapping electricity. Broken sockets I plugs should be replaced immediately with good ones. Joint free cables only should be used for connecting equipment I apparatus.
- xv) Floors should be kept free from trailing electrical cables to avoid tripping hazard.

III. PORTABLE ELECTRICAL EQUIPMENT

- i) Portable electrical equipment should be regularly examined, tested and maintained to ensure that the equipment and its loads are in good order.
- ii) All portable appliances should be provided with a three pin plugs. It should be ensured that the metal part of the equipment should be effectively earthed.
- iii) **BARE WIRE SHOULD NOT BE USED FOR TAPPING ELECTRICITY**
 - a) It should be ensured that the insulation and wire size of extension cords are adequate for the voltage and current to be carried.
 - b) All loose wiring such as trailing and flexible cables for portable lamps, tools and apparatus should be regularly examined.

IV. GENERAL SAFETY PROCEDURE:

- i) It should be ensured that power supply to equipment is disconnected before any repair work is undertaken.
- ii) Insulated tools shall be used for working on electrical equipments.
- iii) At building constructional sites, helmets and safety shoes shall be used. PI
- iv) In case of an accident the security staff on duty shall be informed immediately. Also the Engineer-in-charge, Electrical Engineer, Safety Co-ordinator of the Project. Administrative Officer of the Project and Trombay / Tarapur dispensary shall be informed.
- v) In case of an electrical accident a report should also be sent to the Electrical Inspector, on prescribed proforma, under intimation to the Electrical Engineer and the Engineer-in-charge. Also, resuscitator may be used.
- vi) in case of fire hazard, BARC Fire Brigade (Phone No. 2550 5222 or 2559 2222 or 2559 4222) shall also be informed immediately. For Tarapur works the Security Officer, Tarapur shall be contacted through Assistant Security Officer, PREFRE.
- vii) The contractor shall keep a first aid kit at site. However, in case of accident major/Serious) the victim shall be taken to BARC, Trombay Dispensary before removing from the premises, (Dispensary Phone No. 2550 5149 or 2559 2003 or 2559 2338). For Tarapur works the victim shall be taken to TAPS Hospital at Tarapur.
- viii) In case of working at a high elevation either safety belts shall be used or railing / enclosure shall be provided around the working platform / Cage / ladder etc.
- ix) Ropes, shackles, chains, slings etc. to be used (specially for use of tying the scaffolding etc.) shall be periodically checked for integrity and mechanical soundness and corrected by replacement.
- x) All safety procedures and practices as informed by Department should be followed.

17. REMOVAL OF WORKMEN AND SUPERVISORY STAFF:

The contractor shall employ in or about execution of the work only such persons as are careful, 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 persons employed by the contractor in or about the execution of works who in the opinion of the Engineer-in-charge misconduct himself or is incompetent, or negligent in the proper performance of his duties and all such persons shall not again be employed upon the works without the permission of the Engineer-in-charge.

18. SCHEDULE OF QUANTITIES:

A schedule of probable quantities in respect of the work and specification is enclosed. The schedule of probable quantities is liable to alterations by omission, deduction or additions at the discretion of the Engineer-in-charge.

19. TENDER RATES:

The rates quoted by the tenderer in the schedule shall be inclusive of Sales Tax on contract materials, Sales Tax on contract turnover as levied by the local State Govt. authorities, Octroi Duty and or other duties levied by the Government or other public bodies. Unless otherwise stated in the schedule of quantities rates for all items shall be for the complete work including supplying and fixing of all materials etc.

The contractor when called for by the Department, should furnish detailed analysis in support of the rates quoted by him against each item of the tender. The Department reserves the right to utilize the analysis thus supplied in settling any deviations or claims arising on this contract.

In this connection, the tenderers may, however, note that under the provisions of section 1944 (2) of ~ Bombay Municipal Corporation Act, if any articles on which octroi is paid, is imported into the city under a written declaration signed by the importer that such article is being imported into the city for the purpose of supply to Government work, the octroi is admissible for refund on production of certificate from the Government that the article has become the property of Govt. In case of materials incorporated in this work, the necessary certificate will be furnished by the Department to enable the contractor to obtain refund of octroi. This may be taken into consideration by the tenderers when quoting their rates.

20. SUPPLY OF MATERIALS: Materials stated in Schedule 'A' will be issued from the Arch. & Civil Engineering Division Stores at North Site, BARC, Trombay depending upon availability as indicated in Schedule 'A'. In the case of works at Tarapur, Steel and other materials will be issued from Departmental Stores at Railways Siding Boisar as indicated in Schedule 'A'.

The contractor shall bear all incidental charges for cartage, storage and safe custody of materials also. No reimbursement of the expenses will be made by the Department.

The contractor should note that the difference in the quantity of materials actually issued to the contractor and theoretical quantity including its variations, if not required by the contractor, shall be recovered at twice the issue rates including storage charges without prejudice to the provision to the relevant condition regarding the return the materials. And in the event of it being discovered that the quantity of material used is less than the quantity ascertained as herein before provided (allowing variations of minus side) cost of materials not so used shall be recovered from the contractor on the basis of stipulated issue rate including storage charges and cartage to site without prejudice to the right of the Engineer-In-charge to reject such works or to allow him at reduced rates for such items or insist on him to do the same without any extra cost.

Recovery for the supply of M.S. Rounds, high yield strength deformed bars, structural etc. shall be made progressively from the running account bills allowing 10% wastage over the quantity consumed Recovery for cement supplied shall be made based on the actual consumption at site.

M.S. Rounds. High Yield Strength Deformed Bars. M.S. Structural Plates & M.S Sheets etc.:
The materials shall be issued in length as available in the stores. no claim on this account shall be entertained. M.S. Bars shall be issued in straight or in coils as available and nothing extra shall be payable for straightening the bars. The materials shall be stacked properly on wooden sleepers to prevent excessive rusting. Wastage in respect of M.S. materials as indicated below shall be property of the contractor.

- a. For all diameter of M.S. Rounds and high yield strength deformed bars pieces under 2.00 meter length will be reckoned as wastage.
- b. For all structural sections, pieces under 1 meter length shall be reckoned as wastage.
- c. For all M.S. plates and sheets, pieces less than 0.1 sq. metre, will be considered as wastage.

Any pieces of size exceeding those specified above and in good condition will have to be returned by the contractor at his own cost to the owner and adjustment will be made in the final bill by giving a credit at rates indicated in Schedule-A but excluding 1 % storage charges.

Only M.S. Rounds and High Yield strength deformed bars, structural steel items and M.S plates as indicated in the Schedule -A will be supplied to the contractor and the owner does not bind himself to supply other structural steel items for which the contractor will have to make his own arrangement to procure the same.

Cement: The contractor shall construct suitable godowns at site of work for storing approximately tones of cement at his own cost. Cement bags shall be stored in the godown with pucca floor and weather proof roofs and walls. Each godown shall be provided with a single door with two locks. The key of one lock shall remain with Engineer-in-charge, or his representative and that of the other lock with the authorised agent of the contractor at the site of the work so that the cement is removed from the godowns according to the daily requirement with the knowledge of both the parties.

The cement bags shall be stacked on proper floors, consisting of two layers of dry bricks laid on well consolidated earth at a level at least 300 mm (one foot) above ground level. These stacks shall be in rows of 2 and 10 high with a minimum of 600 mm (2'-0") clear space around. The bags should be placed horizontally continuous in each line. The day-to-day receipts and issue accounts of cement shall be maintained by the Engineer-In-charge or his representative and the same shall be signed daily by the contractor or his authorised agent.

It is not envisaged to supply any cement Departmentally Contractor will have to procure the same from reputed manufacturers suppliers. The cement shall be of 43 Grade OPC conforming to IS 8112/89 and shall be of , approved Brand Manufactured by the following manufacturers:-

M/s. Ultratech; M/s. Narmada; M/s. Rajashree; M/s. A.C.C or Other approved equivalent.

The contractor shall furnish necessary Test Certificate for the cement used on the work as per relevant specifications of Bureau of India Standards. The samples of cement shall be taken for such consignment under Departmental supervision and got tested in approved Laboratory Testing Institutions us per relevant standard practice at the contractor's cost.

It shall be ensured by the contractor that minimum of two months requirement shall be procured and kept in stock to maintain uninterrupted it process in the works.

Contractor should note that they will have to render an account of cement procured and actually used on works as compared to theoretical quantity of cement to be used on the works as calculated on the basis of approved design of mixes for concrete and on the basis of standard requirements for other items (As per separate sheet enclosed for guidance of contractors). Variation in these two shall be governed by provision of Clause 42 (ii) of the conditions. It shall be noted by the contractor that the quantity of cement required will be based on 20 Bags making one Metric Tone and any variation in weight of Bags shall be made good at their own cost by ensuring consumption of required quantity of cement. For each consignment of cement brought to site, the same shall be shown to departmental representative and records maintained at site for all future reference.

It should be noted that no reimbursement would be made for the cement used in excess of standard requirement inclusive of permission variation. However, in case, it is revealed that the cement consumed is less than that the standard requirement. As per separate sheet enclosed for guidance of contractors., The recovery will be made for the quantities following short at the rate of market price of latest consignment procured by the contractor. The decision of the Engineer-In-charge in this aspect is binding to the contractor.

Modalities for monitoring the consumption of cement and rendering of accounts etc. shall be worked out by the Engineer and contractor mutually from time to time.

The secured advance toward cement procured by the contractor and brought to site for meeting the requirement of work concerned. (Limited to the requirement for the immediate following two months period) shall be permissible against furnishing of necessary Indenture I Indemnity Bond by the contractor as in the case of similar advances for non-perishable material admissible under Clause 10 (B) of the General Conditions of Contract.

21. WITHDRAWAL OF TENDER: The tender should be valid for a minimum period of 180 days from the date of opening of tenders. Should the tenderer withdraw or modify his tender within this validity period, his earnest money deposit will be liable for forfeiture.

22. MEASUREMENTS: Where mode of measurements is not specified the measurements will be taken at site as per latest LS. Code of practice for measurements.

The contractor or his representative shall accompany the Engineer-in-charge or his representative when required to do and assist in taking measurements and shall agree to the measurements recorded on the spot.

All measuring tapes shall be of steel and scaffolding and ladders that may be required for taking measurements shall be supplied by the contractor.

If the contractor fails to accompany the Engineer or other persons who has been duly authorized by the Engineer-In-charge to take measurements. then he shall be bound by the measurements recorded by the Engineer-In-charge or his representative.

23. SAMPLES: Samples of all the materials to be incorporated in the works shall be submitted to the Engineer-In charge for his approval without any extra cost. The approved samples will be kept with the Engineer-In-charge till the completion of work. Materials not conforming strictly to the samples are liable to be rejected.

24. CONTRACTOR'S STAFF :

The tenderer shall furnish along his tender the list of Engineers and supervisory staff with their qualifications and experience he proposes to employ for execution of the work covered by this contract.

26. ONE COPY OF THE DRAWINGS TO BE KEPT AT SITE:

One copy each of the drawings furnished to the contractor shall be kept by the contractor at the site and the same shall at all reasonable times be made available for inspection and used by the Engineer-in-charge and any other persons authorised by the Engineer-in-charge.

27. PROPER DRAWINGS AND INSTRUCTIONS:

The Engineer-in-charge shall have full powers and authority to supply to the contractor from time to time during progress of the work such further drawings and instructions as shall be necessary for the purpose of proper adequate execution and maintenance of the work and the contractor shall carry out the work and be bound by the same.

28. WORK TO THE SATISFACTION OF THE ENGINEER-IN-CHARGE :

Save in so far as it is legally or physically impossible the contractor shall examine and complete and maintain the works in strict accordance with the entire satisfaction of the Engineer-in-charge and shall comply with and adhere strictly to the instructions and directions of Engineer-in-charge on any important matter concerning the work. The contractor shall take instructions and directions only from the Engineer-in-charge or his authorised representative.

29. WATCHING AND LIGHTING:

The contractor shall in connection with the works provide and maintain at is own cost all lights, guards, fencing and watching when and where necessary or as required by the Engineer-in-charge and duly constituted authority for the protection of the workers or for safety and convenience of the public or otherwise.

30. CARE OF WORK:

From the commencement to the completion of works, the contractor shall take responsibility for the care thereof and all temporary works and in case any damage, loss or injury shall happen to the works from any cause whatsoever at his own cost repair and make good the same. so that on completion, the works shall be in good order and condition and in the conformity in every respect with the requirements of the contract and the Engineer-in-charge's instructions.

31. GIVING OF NOTICES AND PAYMENT OF FEES:

a) The contractor shall give notices and pay all fees required to be given or paid by any National / or State Statute Ordinance or other laws or any Regulations of Bye-Laws or any local or other duly constituted authority in relation to the execution of the works or of any temporary works any by the rules and regulation of all public bodies and companies whose property or rights are affected or may be affected in any way of the works or any temporary works. All quarry fees, royalties, octroi duties including town duty and ground rent for stacking materials, if any should be paid by the contractor. If refunds of such payments are however, admissible in respect of Government contracts under the rules of municipal or local authorities the contractor may obtain such refunds by following the prescribed procedures laid down by those quantities. The assistance of Bhabha Atomic Research Centre shall be in such cases, be restricted only to the extent of issue of a certificate that materials so imported have become the property of Government in Bhabha Atomic Research Centre. The contractor shall be entitled to such refunds whatsoever so obtained and should take this into account while quoting his item rate in the tender.

b) The contractor shall confirm in all respect with the provision of such statute, ordinance or law as aforesaid and the Regulations or by laws of any local or other duly constituted authority indemnified against all penalties and liability of every kind of breach of such statute, ordinance or law regulations or bye-laws.

32. ACCESS TO SITES:

The Engineer-in-charge and any persons authorised by him shall at all times have access to the works and to the site and to all workshops and places where is being prepared or where materials, manufactured articles, or a machinery are being obtained for the works and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

33. PLANT ETC. TO BE EXCLUSIVE USE FOR THE WORK:

All painting equipment scaffolding ladders and materials provided by the contractors shall when brought on to site to be deemed to be exclusively/intended for the construction and completion of the works, and the contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the site to another) without the consent in writing of the Engineer-in-charge such shall not be unreasonably withheld.

34. DEPARTMENT NOT LIABLE FOR DAMAGES TO PLANT ETC.

a. The Department shall not at any time be liable for the loss of or injury to any of the said construction plant and temporary work of materials.

b. If any plant or equipment or machinery purchased out of advances taken from the Department, such plant, equipment or machinery shall have to be issue by the contractor at least to the extent of such advance and pledged in the name of the Department until all such advances shall have been paid to the Department.

35. URGENT REPAIRS:

If by reason of any accident or failure or other event occurring to, in connection with the works or any part thereof either during the period of maintenance any remedial or other work on repair shall in the opinion of the Engineer-in-charge be urgently necessary for security and the contractor is unable or unwilling, Engineer-in-charge at once to do his own or other workmen to such work or repair as may consider necessary. If the work or repair so done is work which in the opinion of the Engineer-in-charge, the contractor was liable to do at his own expenses under the contract, all the costs and charge properly incurred by the Engineer-in-charge in doing so, shall on demand, be paid by contractor or may be deducted from any moneys due to which may become due to the Contractor provided always that the Engineer-in-charge shall be soon after the occurrence of any such emergency as may be reasonably practicable notify the contractor thereof in writing.

36. CONTRACTOR'
MACHINERY. PLANT & EQUIPMENTS:

The tenderer shall furnish with the tender a list of plant and equipment that he proposes to bring to site at his own cost for the execution of the work, to enable Government to assess his mode of execution of work.

37. Supply of construction drawings will be phased by the Department to suit the time schedule exposed hereinafter. In case of delay in supply of drawings, the contractor will be eligible for suitable extension of time only, in the event such a delay has, in the opinion of the Engineer-in-charge, whose decision shall be final, affected the progress.

38. The contractor shall at his own cost, install, run and maintain a weigh batching plant and, if required a refrigeration plant for supplying concrete of the specified quality for different parts of the work covered by this tender.

39. The contractor may be allowed to carry out work in shifts with the prior approval of the Engineer-in-charge.

40. The tenderers are required to note that as specified under Clause 45-19 of Section III-Conditions of Contract, the contractor has to comply with the provisions of the "Contract :Labour" (Regulation and Abolition) Act 1970 and ~~rules~~ contract labour (R&A) central Rules 1971, child labour (Prohibition & Regulation) Act 1986 and with the provisions of to building and other construction workers (Regulation of Employment and conditions of service) Act 1996 and building and othrer construction workers welfare cess Act 1986 orders issued there under from time to time. As per para v(a) under Clause 25 of said act and central rules, it is obligatory on the part of the contractor to pay wages to all. "" the labour employed by him on the work at the same rates of wages as fixed by the Principal Employees (in this case BARC) in respect of labour directly engaged by the Principal Employer in the vicinity. The rates of wages currently notified by the Principal Employer (i.e. BARC) for the said purposes in Greater Bombay and Tarapur areas are as given in Annexure-III.

The wages rates shown are all inclusive rates and include also the wages for the weekly day of rest.

Accordingly wage shall be allowed for 6 days in a week.

The Tenderers may bear this in mind while working out their rates for submitting tenders.

41. MAHARASHTRA VALUE ADDED TAX (MVAT) ON WORKS CONTRACT

The rates quoted by the tenderers shall be inclusive of VAT on all materials, royalty, "MVAT on Works Contract" as levied by Maharashtra State Govt. under provisions of the Maharashtra Value Added Tax Act, 2002 (referred to as MVAT Act), Maharashtra Value Added Tax Rule 2005, Maharashtra Value Added Tax (Second Amendment Rule, 2007) on the transfer of the property in goods involved in the execution of Works Contracts or any other taxes that may be livable under statutory rules from time to time. The Department shall not entertain any claim whatsoever on this account.

42. GOVERNMENT LABOUR ACTS / LAWS:

The contractor has to follow strictly the Government Labour Acts, which are in force at present and introduced from time to time, such as, Acts enforced by Regional Provident Fund Commissioner. Directorate of ESIS and Enforcement Officer of Contract Labour Act, and all necessary arrangement for labour, security insurance will have to be made by the Contractor at his own cost.

43. DEDUCTION OF INCOME TAX:

As per Section 194 (C) of Income Tax Act, as amended by letter No. 275/9£,72/9- TJ (Circular No. 86) dated 19/5/1972 received from Ministry of Finance (Department of Revenue and Insurance), New Delhi, the Income Tax @ 2% (two percent only) and surcharge, on income tax as applicable on the gross value of the work done will be recovered from the bills. A certificate for the amount so recovered will be issued by the Department to the contractor.

44. SECURITY REGULATIONS:

The contractor has to follow strictly the security regulations prevailing in BARC area (at Trombay, Vashi-Navi Mumbai, Project at village Chincholi near Kalyan and Tarapur etc.) from time to time especially in regard to working hours, movement of materials and entry permits. The security regulations in vogue are broadly as under:

1. The contractor shall make applications to the Engineer-in-charge everyday for issue of entry permits I photo passes for casual labourers to be deployed on the works.
2. On recommendation by the Engineer-in-charge, the contractor shall collect the required number, of tokens from the security Department and distribute the same among the authorised labour force, He shall also be responsible for accounting and surrendering of tokens issued by the Security department at the end of day's work. The tokens can be used only for short duration in the morning hours. In the event of loss or misplacement of tokens/ vigil passes fee of Rs. 200/-for first instance/ Rs. 500/-for second instance/ Rs. 1000/-for third instance per token or as in vogue at time to time on the basis of police complaint will be levied.
3. The contractor shall make an application for the photo passes to be issued by the Security Department for his regular supervisory staff.
4. No persons other than those holding tokens or photo passes shall be normally be permitted to enter work site. In case, the contractor desires to bring any other personnel to the work site he shall obtain permission of Security Department well in advance through Engineer-in-charge.

5. All materials and articles brought by the contractor to the work site shall have to be declared at the security gate. Similarly no materials shall be taken out from the Department premises without proper gate pass, which will be issued by the Engineer-in-charge to the contractors on written request. It is to be noted that loading of contractors materials in vehicles and trucks shall be done in the presence of Department personnel. The contractor's representative will have to escort the materials till the security check is over.

6. For working on Saturdays, Sundays, Holidays and late hours even through permission will be accorded by the Engineer-in-charge, the contractor will have to make application to the Security Department also and keep them informed well in advance.

Any breach of above security regulations and rules in force from time to time will be viewed seriously.

45. Information regarding accidents:

The contractor is also to promptly report the case(s) of the accident(s) involving injuries to his worker(s) to the local Security Post / Security Officer.

46. The contractor, his employees and agents shall not disclose any information or drawings furnished to him by Government. All drawings, reports and other information prepared by the contractor/by the Government or jointly by both for the execution of the contract shall not be disclosed without the prior approval of the Engineer-in-Charge. No photograph of the works or plant within the premises shall be taken without the prior approval of the Engineer-in-Charge.

47. VERIFICATION OF CREDENTIALS OF CONTRACTOR'S PERSONNEL:

(a) Contractors, their employees, workers and casual labourers :

i) It will be the responsibility of the contractor to produce police clearance certificate for himself and his employees / workers before seeking permission for entry into BARC area.

ii) Police verification certificate submitted with respect to an individual will be treated valid for 3 years from the date of issue and on expiry of 3 years period, a fresh police clearance certificate will have to be produced.

iii) Original police verification certificate should be attached to the initial application for temporary identity card and in case of further renewals within six months a xerox copy of the same can be attached.

iv) The contractor shall employ labourers only after due verification of their credentials and track of past record. They should maintain a register showing the particulars of labourers including their residential address and submit the same to the Project Engineer periodically for verification. The contractor shall ensure that no labourer with criminal record in the past, is employed on BARC works. If any labourer with undesirable antecedents is found to be employed, the contractor shall forthwith remove such labourers from the work site on demand by the Project Engineer. The contractor shall be held solely responsible in the event of any adverse report / enquiry from the law enforcing authorities.

v) It will be mandatory on the part of the Tenderer to obtain Police Verification Certificate for their Engineers, Supervisors and authorised representative,,- who are authorised to draw tokens/passes - for day today works inside BARC Campus. Tenderers are requested to take advance action to obtain Police verification Certificate for their authorised representative who desire to obtain photo passes, so as to avoid delay in commencement of work & also for issue of photo passes.

(b) Representatives of firms:

Representatives of firms who are required to visit BARC for supplying materials will not be issued with identity cards. They will be given entry by issuing entry permission on day to day basis.

48. SECURITY REGULATIONS

a) As a part of keeping Nation-wide vigil on Government Establishments, the Security set up in BARC also has been beefed up and accordingly the following restrictions are in force till further orders.

b) Any motor vehicle with or without any construction related materials will be given an entry permit to BARC premises after convincing the purpose of entry, if and only if it is; accompanied by an authorised departmental employee through out its movement within the premises.

c) The movement of contractor's Vehicle within BARC premises is restricted and normally one specified vehicle will be permitted for his personal movement at the discretion of the Project Engineer during the contract period after a thorough security verification. The contractor has to apply for such vehicle permit to the department through the Project Engineer in the standard proforma, after receiving the Work Order.

d) Each Labourer has to give his/her bio-data in the standard proforma to the Department for obtaining the labour entry pass and normally such an entry pass will be issued only after a thorough verification of the bio-data.

e) The Department will make every possible arrangement to minimise the inconvenience to the contractor from security point of view. However, due to any unforeseen reasons, any delay, inconvenience or loss occurred to the contractor no claim for compensation whatsoever in nature shall be entertained by the Department.

The above additional regulations are indicated only to make aware the contractor about the latest security set up in BARC premises.

49. Confidentiality Clauses: -

I. Confidentiality :

No party shall disclose any information to any Third party' concerning the matters under this contract generally. In particular, any information identified as " Proprietary" in nature by the disclosing party shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without the prior written consent of the original disclosing party.

This clause shall apply to the sub-contractors, consultants, advisors or the employees engaged by a party with equal force.

II. "Restricted information" categories under Section 18 of the Atomic Energy Act, 1962 and "Official Secrets" Under Section 5 of the Official Secrets Act, 1923:-

Any contravention of the above-mentioned provisions by any contractor, sub-contractor, consultant, adviser or the employees of a contractor, will invite penal consequences under the above said legislation.

III. Prohibition against use of BARC's name without permission for publicity purposes

The contractor or Sub-contractor, consultant, adviser or the employees engaged by the contractor shall not use BARC's name for any publicity purpose through any public media like press, Radio, TV or internet without the prior written approval of BARC.

50. Statement of Wages:

Please refer Performa of Schedules.

51. PROVISIONS UNDER CONTRACT LABOUR (REGULATION & ABOLITION) ACT 1970 REQUIRED TO BE FULFILLED BY CONTRACTORS.

- 1) Every Contractor employing 20 or more workmen on any day should obtain license from Asstt. Labour Commissioner, Sion, Mumbai. They should also obtain Registration under BOCW Act if they are engaged in construction activities. (Rule 12).
- 2) Every Civil Contractor employing 10 or more workmen should obtain a Registration under Building and Other Construction Workers Act from Asstt. Labour Commissioner, Sion, Mumbai.
- 3) Notice of commencement of contract work should be given to Labour Enforcement Officer by the Contractor in Form VI-A. (Rule 81 (3)).
- 4) Notice of completion of contract work should be given to Labour Enforcement Officer by the Contractor in Form VI-A. (Rule 81(3)).
- 5) Notices showing rates of wages, hours of work, wage periods, date of payment of wages, date of payment of unpaid wages, names and addresses of Inspectors in English, Hindi and in local language should be displayed at Work Site. (Rule 81 (i) (i)).
- 6) A copy of the above Notice is to be sent to Labour Enforcement Officer.
- 7) Maintain a Register of workmen in Form XIII. (Rule 74).
- 8) Issue Employment Card to workmen in Form XIV. (Rule 76).
- 9) Issue a Service Certificate to workmen in Form XV on termination of employment for any reason whatsoever. (Rule 77).
- 10) Maintain Muster Roll of Workmen in Form XVI. (Rule 78 (1) (a) (i)).
- 11) Maintain Register of wages in Form XVII. Contractors may maintain a Combined Register of Wages-cum-Muster Roll, if the wage period is a fortnight or less.
- 12) Provide Wage slip to workmen in Form XIX. (Rule 78 (1) (b)).
- 13) Maintain a Register of Deduction for Damage/ Loss in Form XX. (Rule 78 (1) (a) (ii)).
- 14) Maintain a Register of Fines in Form XXI. (Rule 78 (1) (a) (ii)).
- 15) Maintain a Register of Advances in Form XXII. (Rule 78 (1) (a) (ii)).
- 16) Maintain a Register of Overtime in Form XXIII. (Rule 78 (1) (a) (iii)).
- 17) Send Half Yearly Return in Form XXIV to ALCILEO . (Rule 82 (1)).
- 18) A first Aid Box with essential medical items to be maintained. (Rule 58).
- 19) Every contractor should ensure disbursement of wages to his workmen in the presence of authorized representative of BARC . (Rule 72).

- 20) Every contractor shall display an abstract of the Act and Rules in English, Hindi and in the language spoken by the majority of the workers. (Rule 79).

Annexure – I
(Claim A(ii))
(Under Clause 15)

FORM OF REQUISITION FOR SUPPLY OF ENERGY

To

_____,
_____.

Sir,

I/We, require power supply at 415V, 3 Phase 4 wire for our installation at the following location for a period of _____ year/months.

Location of the Project : _____

The installation shall be executed by the following Electricity Contractor :

Name of the Contractor : _____

License No. & Grade “ _____

The details of the proposed layout is as follows :

Description	H.P./KW	Type of Starting	Single Phase or 3 Phase Meters
(i)			
(ii)			
(iii)			

Other Plants.

Lighting Layouts

Lights at office, stores etc.

Ceiling fans.

Heaters :

Socket 54 x 5 ph.

154 x 5 p.h.

Outdoor Lights :

Number and Wattage.

3. We propose to install overhead lines with bare conductors/double P.V.C. insulated wires/underground cables.

Brief details to be given (wires type of pole Brief details to be given (wires type of pole to be used etc. in case of underground cables – Tupe & Number of joints.

We shall be providing the earthing layout as follows :

- (a) Type of each electrode : Plate/pipe coiled earth
- (b) Materials : Copper/G.I.
- (c) No. of electrodes & Location :
- (d) Min. size of earth conductor on OH layout & bearer wires :
- (e) Any other relevant details :

4. Total maximum demand for our layout will not exceed _____KW/KVA.

5. We shall be providing our own KWH meter and test certificate for the KWH meter will be submitted before effecting power supply.

6. We agree to pay towards electricity bill during the calendar months for consumption of energy on unit basis at rates indicated or minimum charges on the connected load whichever is higher.

7. The installation shall be executed conforming to I.S. Code of practice and Indian Electricity Rules with their latest revision.

8. We shall be submitting required test reports in proforma enclosed every month and before on set of monsoon.

9. We shall maintain our installation in good repair and conform to all statutory regulations of Central/State Government and also as per safety regulations that will be intimated by the Department from time to time at our own cost and risk. We have also read the guide lines to temporary supply of Department and agree to abide by them.

Signature of the Contractor

Annexure – II
(Claim A (vii) & B (I))
Under Clause 15.

TEMPORARY POWER SUPPLY

DETAILS AND TEST REPORTS

Ref No. : _____ Date : _____

Name of the contractor : _____

Address: _____

Name of the Licensed

Electrical Contractor/ : _____

Supervisor : _____

I/We hereby certify that the installation detailed below has been installed by me/us and tested and that to the best of my/our knowledge and belief, it complied with Indian Electricity Rules, 1956.

Electrical Installation at _____

Voltage and system of supply _____

1. Particulars of works :

(a) Internal Electrical Installations :

No. of Load Type of system of wiring

(i) Light point

(ii) Fan Point

(iii) Plug point

a) 3 Pin 5 Amp.

b) 3 Pin 15 Amp.

c) Others.

Description	HP/KW	Type of Starting	Single Phase/Three Phase
a) Motors (i)			
	(ii)		
	(iii)		

b) Other plants.

c) If the work involves installation of overhead line and/or underground cables :

- a) i) Type and description of overhead lines.
 ii) Total length and No. of Spans.
 b) i) Total length of underground cable and its size.

- ii) No. joints End joint
 Tee joint
 St. through joints.

NOTE : All outdoor lines should be of doubly installed lines and wires should conform to IS 3035.

II. Earthing :

- i) Description of earthing electrode.
 ii) No. of earth electrodes.
 iii) State of main earth load.
 (ii) Main control switch _____ mps _____ Vlts. _____ PH _____ N
 (ii) Energy meter details Sr.No __ make _____ ph _____ wire
 (_____ 230)
 _____ 250V
 _____ Rev/kwh

Initial reading on the

_____ Meter _____ on

(iii) Meter test certificate attached : Yes/No.

(iv) Test results.

a) Insulating Resistance

i) Insulation resistance of the whole system of conductors to earth _____ megaohms.

ii) Insulation resistance between the phase conductor and neutral.

Between Phase R and neutral _____ megaohms

Between Phase Y and neutral _____ megaphms

Between Phase B and neutral _____ megaohms.

iii) Insulation resistance between the phase conductors in case of polyphase supply.

Between phase R and Phase Y _____ megaphms.

Between phase Y and Phase B _____ megaohms.

Between phase B and Phase A _____ megaohms.

iv) Insulation resistance of motor/other plants.

<u>S.No.</u>	<u>Equipment</u>	<u>Capacity</u>	<u>I.A. Test Result</u>

b) Earth continuity test

Maximum resistance between any point in the earth continuity conductor including metal conducts and main earthing lead.

_____ ohms.

c) Earth electrode resistance

Resistance of each earth electrode.

i) _____ ohms.

ii) _____ ohms

iii) _____ ohms

iv) _____ ohms

d) Name and signature of License wireman who will operate and maintain Contractor's installations : _____

License No. _____

Signature of Electrical

Supervisor/Contractor

License No. & Class

Signature of the Contractor

Name & Address :

SECTION - V

SPECIFICATIONS

Please refer BARC documents at Website- www.tenderwizard.com/DAE or www.barc.gov.in

GOVERNMENT OF INDIA
BHABHA ATOMIC RESEARCH CENTRE
Arch & Civil Engineering Division

SECTION - VI

LIST OF DRAWINGS

Uploaded separately(if applicable)

SECTION - VII

SCHEDULE - A

(Schedule of Materials to be supplied by the Department)

Uploaded separately

APPENDIX –‘A’

BID SECURITY (BANK GUARANTEE)
(on Non-judicial stamp paper of value ₹ 100/-)

WHERE AS _____ (Name of Bidder) (herein after called “the Bidder”) has submitted his bid dated _____ (date) for undertaking the work of _____ (Name of work) (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that We _____ (Name of bank) of _____ (Name of country) having our registered office at _____ (hereinafter called “the Bank”) are bound to President of India, acting through Chief Engineer, BARC, Trombay, Mumbai 400 085 for the sum of ₹ _____ (1) for which payment will and truly be made to be said BARC, Trombay, the Bank binds itself, his successors and assigns by these presents.

SEALED with the common seal of the said Bank this _____ day of 2011.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid or makes any modification in the terms and conditions of the tender which are not acceptable to BARC, Trombay OR
- (2) If the Bidder having been notified of the acceptance of his Bid by BARC, Trombay during the period of bid validity
 - (a) Fails or refuses to execute the Form of Agreement in accordance with the instructions of Bidders, if required; OR
 - (b) Fails to commence the work specified in the tender document in prescribed time.

We _____ (Name of the Bank & Branch) undertake to pay BARC upto the above amount upon receipt of their first written demand, without BARC, Trombay having to substantiate their demand, provided that in their demand BARC will note that the amount claimed by them is due to them owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ (2). This date may be extended by Chief Engineer, BARC, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____

SEAL _____

(Signature, name and address)

Notes:

1. The Bidder should insert the amount of Guarantee in words and figures denominated in Indian Rupees. This figure should be the same as specified in the tender document.
2. This date should be 45 days after the end of validity period of the Bid, reckoning from the deadline for submission of Bids which is stated in the tender document.

APPENDIX-‘B’

FORM OF BANK GUARANTEE BOND FOR PERFORMANCE SECURITY / SECURITY DEPOSIT

In consideration of the President of India (hereinafter called "The Government") having agreed under the terms and conditions of Agreement No..... dated..... made betweenand (hereinafter called " the said Contractor{s}") .for the work (hereinafter called " the said Agreement") having agreed to production of a irrevocable bank Guarantee for Rs. (Rupees only), as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we(Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. . (Rs.....only) on demand by the Government.

2. We (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).

3. We, the said bank, further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We..... (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to, unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed

Dated the day of for(indicate the name of Bank)

* * *

APPENDIX 'C'**INDENTURE FOR SECURED ADVANCE**

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time.)

Government of India**Department of Atomic Energy**

State : Maharashtra

Administration : Department of Atomic Energy

Division : Directorate of Construction, Services and Estate Management

THIS INDENTURE made the.....day of19.....
BETWEEN (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns) of the one part and the President (hereinafter called the President which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated
(hereinafter called the said agreement) the contractor has agreed.

AND WHEREAS the contractor has applied to the President that he may be allowed advance on the security of materials absolutely belonging to him and brought by him to the site of the works, he subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges).

AND WHEREAS the President has agreed to advance to the contractor the sum of Rson the security of materials, the quantities and other particulars of which are detailed in Part-II of a Running Account Bill (B) for the said works signed by the contractor on and the President has reserved to himself the option of making any further advances on the security of other materials brought by the contractor to the site of the said works.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. on or before the execution of these presents paid to the contractor by the President (the receipt where of the contractor both hereby acknowledge and of such further advance, if any, as may be made to him as aforesaid the contractor both hereby convenient and agree with the President and declare as follows:

1. That the said sum of Rupeesso advanced by the President to the contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the contractor in or towards expenditure the execution of the said works and for no other purpose whatsoever.

2. That the materials detailed in the said Running Account Bill (B) which have been offered to and accepted by the President as security are absolutely the contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receives a further advance on the security of materials which are not absolutely his own property and free from encumbrance of any kind and the contractor indemnifies and president against all claims to any materials in respect of which an advance has been made to him as aforesaid.

3. That the materials detailed in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may hereafter to be made as aforesaid (hereinafter called the said materials) shall be used by the contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer of the said works, Civil Engineering Division (hereinafter called "the Divisional Officer") and in the terms of the said agreement.

4. That the contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe-custody and protections against all risks of the said materials and that until used in construction as aforesaid said materials shall remain at the site of the said works in the contractor's custody and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorised by him. In the event of the materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree that is due to reasonable use and wear thereof the contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer.

5. That the said materials shall not on any account be removed from the site of the works except with the written permission of the Divisional Officer or an officer authorised by him on that behalf.

6. That the advance shall be repayable in full when or before contractor receives payment from the President of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the contractor on account of work done thereon the occasion of each such payment the President will be at liberty to make a recovery from the contractor's bill for such payment by deduction there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of the each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

7. That if the contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances what may still be owing to the President shall immediately on the happening of such default be repayable by the contractor to the President together with interest thereon at twelve percent per annum from the date of respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the President in or for the recovery thereof or the enforcement of this security or otherwise by reasons of the default of the contractor and contractor hereby covenants and agrees with the President to repay and pay the same respectively, to him accordingly.

8. That the contractor hereby charges all the said materials with the repayment to the President of India the said sum of Rs. and any further sum or sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for Payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance there with the President may at any time thereafter adopt all or any of the following courses as he may deemed best.

a) Seize and utilise the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due in respect of advances under these present and crediting the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor he is to pay same to the President on demand.

b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sum, aforesaid repayable or payable to the President under these presents and pay over the surplus (if any) to the contractor.

c) Deduct all or any part of the money owing out of the security deposit or any sum due to the contractor under the said agreement.

9. That except in the event of such default on the part of the contractor as aforesaid interest on the said advances shall not be payable.

10. That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be referred to the Chief Engineer, Directorate of Construction, Services and Estate Management, time being in force shall apply to any such reference.

IN WITNESS thereof the said and.....
by the order under the direction of the President have hereinto set their respective hands the
day and year first
above written.

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

Address	}	Signature
Witness		Name
Signed by		

by the order and direction of the President in the presence of:

Witness	}	Signature
		Name
		Address

APPENDIX - 'D'

PROFORMA FOR GUARANTEE TO BE EXECUTED BY THE CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATERPROOFING WORKS.

Name of work:

Work order No:

Agreement No:

This agreement made this _____ day of _____
two thousand and _____ between

(hereinafter called the Guarantor of the other part)
and the PRESIDENT OF INDIA

(hereinafter called the Government of the one part)

WHEREAS THIS agreement is supplementary to a contract (hereinafter called the Contractor dated and made between the GUARANTOR OF THE ONE PART AND GOVERNMENT of the other part, whereby the Contractor, interalia, undertook to render the buildings and structures in the said contract recited completely water and leakproof.

AND WHERE THE GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak proof for _____ years from the date of _____.

NOW THE GUARANTOR hereby guarantees that waterproofing treatment given by him will render the structures completely leakproof and the minimum life of such waterproofing treatment shall be 10 years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse / alteration of structures and for such purpose:

(a) misuse shall mean operation which will damage treatment, like chopping of firewood and things of the same nature which might cause damage.

(b) Alteration shall mean construction of an additional structure or a part or construction adjoining to existing structure whereby treatment is removed in parts.

(c) the decision of the Chief Engineer with regard to cause of leakage shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found render the building waterproof to the satisfaction of the Engineer-in-Charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the guarantor's cost & risk. The decision of the Engineer-in-Charge as to the cost payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the waterproofing or commits breach thereunder then the Guarantor will indemnify the Principal and his successors against all loss damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the Guarantor in performance and observance of this supplemented agreement. As to the amount of loss and/or damage and cost incurred by the Government the decision of Engineer-in-Charge will be final & binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligor (Guarantor) _____ and _____ for and on behalf of the President of India on the day, month and year first above written.

SIGNED SEALED AND DELIVERED BY (Obligor / Guarantor) in the presence of:

1.

2.

Signed for and on behalf of the President of India in the presence of

1.

2.

* * *

GUARANTEE BOND FOR ANTITERMITE TREATMENT

(For Guarantee to be executed by contractors for removal of defects after completion of antitermite treatment works)

This agreement made this.....day of ... two thousand hundred and.....between M/s. _____ (hereinafter called "the Guarantor of the one part) and the PRESIDENT OF INDIA (hereinafter called "the Government" of the other part.)

Whereas this agreement is supplementary to a contract (hereinafter called "the Contract) dated.....and made between the Guarantor of the one part and the Government of the other part whereby the Contractor inter-alia undertook to render the buildings and structure completely termite proof.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said structure will remain termite proof for ten years from the date of handing over of the building and or completion date of contract whichever is later.

NOW THE GUARANTOR hereby guarantees that the anti-termite treatment provided by him will render the structures completely termite proof and the minimum life of such anti-termite treatment shall be ten years to be reckoned from the date of handing over of the building and/or completion of the building whichever is later.

Provided that the Guarantor will not responsible for damages caused due to structural defects or misuse of premises/area.

a) Misuse of premises shall mean any operation which will disturb the chemical barrier like excavation under floors, breaking of walls at G.L. disturbing the treatment already carried out.

The decision of the Engineer-in-Charge with regard to cause of damage shall be final.

During this period of guarantee the guarantor shall make all the arrangements to do the post constructional anti-termite treatment in all the buildings in case of any termite nuisance being found in the building, to the satisfaction of the Engineer-in-Charge at the cost of guarantor and shall commence the work for such treatment within seven days from the date of calling upon him to rectify the defects, by the Engineer-in-Charge, failing which the work shall be got done by the Department by some other contractor at the GUARANTOR'S COST and risk. The decision of the Engineer-in-Charge as to the cost payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the anti-termite treatment or commits breach thereunder then the Guarantor will indemnify the principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by the Department by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Government the decision of the Engineer-in-Charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligator... and by....and for and on behalf of the PRESIDENT OF INDIA on the day, month and year first above written.

SIGNED, sealed and delivered by (OBLIGATOR) in the presence of :

- 1.
- 2.

SIGNED FOR AND ON BEHALF OF THE PRESIDENT OF INDIA BY .

..... in the presence of:

- 1.
- 2.* *

A N N E X U R E - A

Uploaded separately

ANNEXURE - B**LIST OF APPROVED MANUFACTURER OF BUILDING MATERIALS**

Sl. No.		Description of materials	List of Manufacturers
1	a	Ordinary Portland Cement of Grade 43	ACC, Birla Rajshree, Ultratech, Narmada
	b	Portland Pozzolana Cement (fly ash based confirming to 28 days strength requirement of OPC 43 grade)	ACC, Birla, Ultratech & Narmada
	c	White Cement	J.K. Cement & Birla White
2	a	HYSD Bars (TMT Bars)	M/s TISCO, SAIL, RINL
	b	HYSD Bars (TMT Bars) if specified other than M/s TISCO, SAIL, RINL	Guru Nanak Metal, Metro Ispat
3		Structural Steel Sections	M/s SAIL, RINL
4		Structural Steel Plates	M/s SAIL, RINL
5		Anti-Termite treatment	M/s PARAGON, PEECOPP Express Pesticides Corporation, Elite Corporation, Pest Control (I) Ltd. & NOCIL Chemicals, Novin Corporation
6		Tiles:	
	a	Terrazzo Tiles	M/s NITCO, BHARAT, G.K. BANSAL, Acme Tiles & Super Tiles
	b	Ceramic Tiles	M/s H.R. Johnson (I) Ltd., Somany, Kajaria
	c	Glazed Tiles	M/s H.R. Johnson (I) Ltd., Somany, Kajaria
	d	Vitrified Floor Tiles	M/s H.R. Johnson, RAK Ceramics, Bell Granito
	e	P V C flooring	M/s Premier Vinyl Flooring Ltd., Royal Cushion Vinyl Product Ltd., Armstrong, Responsive Industries Ltd.
	f	Paver Blocks, Polymer moulded Paver Blocks, Chequered concrete Floor Tiles	Super Tiles
7		Metallic Floor Hardner	Triveni Colour Industries (Floor) Heatly & Gresham (India) Ltd., De Rust Chemical Corporation of India (Fermonite), Cement Research Corporation (stilonite), Ironite India Ltd.
8		Pressed Steel Door Frame	M/s Sen Harvic, TECHOME Nishan Solid Door Frame, Anjali Enterprises, M/s SUNBEAM, Windoors Bharat Steel Industries, Pune, M/s AGEW, Strategic Building Systems
9		Wooden Doors	
	a	Flush Door Shutter	Indian Plywood, Kitply, Sitapur, Kutty Flush Doors, Mysore Plywood, Shreejee, Anand Wood Crafts, Sejpal and others (Anand Doors)
	b	Factory made panel door shutter	Wooden Design – Bangalore, Shankar Ramchandra & Joinery Manufacturer
	c	Masonite Wooden Panel Doors	Kutty flush doors, Sejpal & others
	d	FRP Door Shutter	Advance FRP & House of Doors
	e	Pressed steel doors & fire resistant steel doors	Godrej, Windoors, Strategic Building Systems & Kutty Flush Doors
	f	Steel Windows	M/s Sen Harvic, AGEW, Senital Multiwin, Hope Metal, Godrej, Windoors, Anjali Enterprises & Bharath Steel (Pune)
	g	Mild Steel Rolling Shutters, G.I. Rolling	SWASTIC, Windoors, Dodia,

		Shutters, Stainless steel & aluminium rolling shutters	Trupti, Bharath & Larsen Engineering
	h	Block Board	Wood India – Calcutta, Sejpal & others Pioneer Timber Products, Chandigarh, Northern Door
	i	Ply Wood	Indian Plywood Mfg. Ltd., Kitply, Century Plywood, Nuboard & Nashik Plywood Industries
	j	Pre Laminated & Plain Particle Boards	NOVAPAN, Anchor
	k	Adhesive for wood	Fevicol, Vamicol, Dunlop, Araldite
10		Aluminium Grills	M/s Alumiprofiles, Decogrills
11		Fittings & fixtures	M/s Jayant Metal, Shalimar hardware, Everite, Garnish, Diamond, Navbharat, SAIF Enterprises, Hardwin Traders, Godrej, DE Lock Industries, Explore Engineers, Garg Hinges
12		Aluminium Extruded Sections	Jindal, Indal, Hindalco & Boruka
13		Aluminium Powder Coated Curtain rods	Bilmate, Elite
14		Glass shelf C.P. brackets	Elite, Amit & PPJA
15		Lime	Janatacem, Asian Paint
16		Neeru	More (Peacock), Kamal
17		Cement Based Paint	M/s Snowcem India Ltd. (Super snowcem, Sandex Matt), NITCO (Nitocom) Paints, Hindustan Colour Chemical, Jayant colour, Surfa coat, Terraco, Berger-Rabiacem, Apporva Buildcare & Decocem
18		Distemper & Paints	M/s Asian Paints, Kansai Nerolac Paints Ltd., ICI Paints, Noble Paints, Berger Paints India Ltd., Jenson Nicholson, Garware Paints Ltd. & Shalimar Paints
19		Integral Waterproofing Compound	M/s Accoproof, CICO, Impermo, Pidilite, roffe, FOSROC
20		Waterproofing Treatment	M/s Modern Waterproofing, M/s Chirag Waterproofing Co. Ms/ Gemini Construction M/s National Waterproofing M/s New Bharat Waterproofing Co. M/s CICO Technologies M/s Nina Industries M/s Structural Waterproofing Company
21		Water stops	M/s Omai Plastics, Basecon Pask, Asian Engineering Products, Caprihans India Ltd., R.C. Enterprises, Kanta Polymers (Kanta flex) & Fixopan
22		Expansion Joint Boards & Tarfelts	M/s Shalitek, S.T.P. Ltd., Lloyd Insulation, Tiki Tar Industries
23		Expansion Joint Filters	M/s Shalitek, S.T.P. Ltd., Lloyd Insulation & BASF Chemicals
24		Glass for Doors / Windows	Modi Guard, Continental, Emirates, Saint Gobain, Asahi & Sejal
25		Plain Glass Mirror	M/s Modi Float Glass, Eagle, Atul, Saint Gobain, Asahi
26		Sanitary Wares	M/s Parryware, Hindustan, Cera, Neycer
27		C.P. Brass Fittings & Fixtures	GEM, Techno, Lalsons KINGSTON, JAGUAR, Metro, ESSCO, MARC
28		C.P. Brass Coupling and Bottle Trap	ESSCO, GEM, Kingston, Jaquar, Metro, Marc
29		C.I. Flushing Cistern	M/s A-1 (J.S.), HJN, JAMCO, Neco, HIF
30		C.P. BRASS Urinal Waste & Flush pipes	Orient, PARKO, Elite, Jaquar & Metro
31		Plastic Sheet & Cover	M/s Commander, Diplomat,

			Admiral, Patel, Champion, Parryware & Hindware
32		S.S. Sink	M/s Diamond, Nirali
33		G.I. Pipes	M/s TATA
34		G.I. Pipes other than TATA make if specified	Zenith, Jindal or ISI mark
35		G.I. Fittings	PEC, MJM, Simal, R-Brand, UNIK, Plumb well and other brands approved by ISI mark
36		G.M. Gate / Globe Valves	Neta, SANT, M/s Leader Valves
37		Coper ball Valve	Techno, M/s GEM, ESSCO, Leader, A-1 JS
38		Air Valve	Leader, Sant, HAWA, M/s Kirloskar
39		Water Meter	Capstan, Keycee, Paramount
40		Sluice Valves	Kirloskar, Minoti, ESSCO & Burn, Hawa
41		C.I. water quality pipes	Electro steel castings, Jindal, Lanco
42		Cast Iron Valves	Kirloskar, Leader, HAWA
43		C.I. Soil Quality pipes	NECO, BC, RIFCO, ASP, A-1, PARAS, HIF, Kajeriwal
44		S.W. Pipes & Gully Trap	Perfect, Kashmira, BURN, RK, ANAND, ISI marked
45		RCC Hume Pipes	M/s Indian Hume Pipes, Pranali, Cement pipe, Ghambir, Kore Cement confirm to ISI
46		HDPE Pipes & HDPE fittings	Prince, Gautam M/s Hastil, Sangir pipes, Supreme
47		RCC frame, covers & SFRC	M/s Pratibha, Bharath, Vikrant
48		Pressure quage	HAWA
49		PIG LEAD	M/s Hindustan Zinc Ltd.
50		C.I. frame & covers	RIFCO, NECO, PARAS, A-1, M/s Ashok Iron, Foundry, HIF
51		CPVC, UPVC, SWR Pipes	Finolex, Prince & Supreme
52		Poly Propylene – R Pipes	Supreme & Sakthi Polymers
53		PVC Plastic High / Low level cistern	Commander, Elite Dual, Champion, Parryware-similine, Hindware
54		PVC Inlet connection & Waste Pipes	Kohinoor, ECCSO, GEM & Elite
55		CP Brass towel rods and accessories	Elite, GEM, Jacquar, ESSCO
56		Concrete Admixtures	Structural waterproofing Co., SIKA, FOSROC Chemicals, BASF, CICO
57		Asbestos Roofing Sheets	Everest, Charminar & Asbestos Cement Ltd.
58		Colour Coated Steel / Zinc-alu alloy roofing sheets	Kirby, Steelfab & Colour Roof India Ltd.

LIST OF APPROVED MANUFACTURER FOR STRUCTURAL GLAZING, ACP CLADDING AND GLASS FACADE

Sl. No.	Description of materials	List of Manufacturers
1	Glass: Monolithic, Heat Strengthened, Toughened, Reflective, Tinted, Insulated, Laminated and Tempered Glass	St.Gobain (France/India), Glaverbel (Europe), Pilkington (USA, UK), Asahi (Japan), Viracon (USA), Guardian (USA), Saudi American Glass Factory, Interpane (USA)
2	Aluminium Extrusions	Hindalco Industries, Jindal, Boruka or approved equivalent subject to specified tolerance standards.

3		Stainless Steel	Salem Steel or approved equivalent
4		EPDM	AMEE Rubber Industries Pvt. Ltd., OSAKA Rubber Pvt. Ltd. or equivalent approved.
5		Double Glazing Unit Hermetically Sealed	Manufacturers listed above as item 1 and Sejal Arch. Glases
6		Expansion Anchors	HILTI or approved equivalent (with stainless steel 616 bolts, nuts & washers)
7		Chemical Anchors	HILTI or approved equivalent
8		Window Furniture: a) 4 Point Lockset b) S.S. Friction Hinges c) Patch Fittings d) Floor Springs e) Adhesive Film f) SS Handles	GIESSE or approved equivalent COTS WOLD or approved equivalent. DORMA. DORMA. 3 M or approved equivalent. DORMA/KICH
9		Structural Sealant	Dow Corning / GE / Wecker
10		Weather Sealant	Dow Corning /GE / Wecker
11		Foam Spacers and Mounting Tapes	NORTON or approved equivalent
12		PVDF Coatings	VALSPAR Corporation or approved equivalent.
13		Aluminium Composite	ALUCOBOND or REYBOND or Alpolic approved Metal Panels equivalent
14		Baker Rod	Supreme Ind. or approved equivalent
15		Insulation	Glass wool / Rock Wool or approved equivalent
16		Spider System	Dorma or approved equivalent
17		Clear Float Glass	Saint Gobain / Asahi / Modiguard or approved equivalent
18		Glass Processor	Impact Safety / Sejal Glasstech/ GSC / Asahi or approved equivalent.

Date:

Signature of Tenderer
with seal

PROFORMA OF SCHEDULES

Uploaded separately