

Conditions & Clauses of Contract

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**Government of India
Department of Atomic Energy
NUCLEAR FUEL COMPLEX
Civil Engineering Division
Electrical Projects
Hyderabad – 500 062**

GENERAL RULES AND DIRECTIONS

- 1. NIT & its contents:** All work 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 News papers 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 the performance guarantee and security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and 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 officer inviting tender during office hours.

- 2. Signing of Tender and receipts for payments:** 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 authorizing 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.

Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where 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.

- 3. Filling-up of tender:** 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 calculated automatically.

- 4. Opening of tenders:** The officer inviting tender or his duly authorised 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 forwarded

therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-I. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same, without any interest.

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.

5. **Department's receipt for any money paid:** The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorised Cashier or Accounts Officers.
6. **Signing of Memorandum & Schedule of Materials:** The memorandum of work tendered for and the schedule of materials to be supplied by the department 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 tender without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
7. **Declaration by tenderer:** 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.
8. **Guidelines for quoting the rates:** 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 and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written in figures. 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'. - 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.
9. **Quoted rates to includes all taxes:** Sales tax, VAT, Purchase tax or any other tax on materials in respect of this contract, including state sales tax and Turnover tax on transfer of property as per Works Contract Act etc. if any, shall be payable by the contractor and Government will not entertain any claim whatsoever in respect of the same.

As per the directives of the Sales Tax Authorities, the tax due at the rates notified by the State Government from time to time, shall be deducted from the bills payable to the Contractors, for which TDS certificates shall be issued by the Department.
10. **Filling-up of Financial Bid:** In the case of Item Rate Tenders, only rates quoted shall be considered. Unless otherwise called for, any tender containing percentage below/above the estimated cost put to tender is liable to be rejected. All rates shall be quoted on the tender form by the tenders in figures and words shall be accurately filled in, so that there is no discrepancy in the rates written in figures and in words.

The amount for each item should be worked out and requisite totals given. However

- i) 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.
- ii) If a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct.
- iii) If the amount of an item is not worked out by the tenderer, or it does not correspond with the rate written either in figures or in words, then the rates quoted by tenderer in words shall be taken as correct.
- iv) Where the rate quoted by the tenderer 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.
- v) In the event no rate has been quoted for any item(s), leaving space both in figures(s) word(s), and amount blank, it will be presumed that the contractor has included the cost if this/these item(s) in other items and rate for such item(s) will be considered as **zero** and work will be required to be executed accordingly.

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

12. Furnishing of Performance Guarantee & Security Deposit on acceptance of Tender:

- i) The contractor, whose tender is accepted, will be required to furnish **performance guarantee** 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 the form cash (in case of guarantee is less than Rs. 10,000/-) or deposit at call receipt of any scheduled bank/ Bankers Cheque of any schedule bank/Demand Draft of Scheduled bank/Pay Order of scheduled bank (in case guarantee amount less than Rs. 1.00 lakh) or **government securities or fixed deposit receipts or guarantee bond of any scheduled bank or 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 tender, will be treated as a part of the Security Deposit. The Security amount will also be accepted in the shape of Government Securities. Fixed Deposit Receipts (FDR) of a Scheduled Bank or State Bank of India will also be accepted for this purpose, provided confirmatory advice is enclosed.

13. Contractor to depute his representative at site: The successful tenderer for the work should have responsible and representative Officer with adequate powers to take speedy decisions during the entire period of execution at the work place. 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.

14. Witnessing of a tender: 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.

15. List of works in hand: The contractor shall submit list of works which are in hand (progress) in the following form :-

Name of work	Name and particulars of Divn. where work is being executed	Value of work	Position of works in progress	Remarks
1.	2.	3.	4.	5.

16. Returning of tender if not quoted: The tenderers not tendering for this work after purchase of the tender documents and drawings are advised to return the tender documents and drawings to the Officer Inviting the Tender, within 15 days from the due date of submission of tender. However, the cost of tender documents will not be refunded.

17. Compliance with Apprenticeship Act: 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/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.

18. List of relatives working in Department: The contractor shall furnish a list of both gazetted and non-gazetted NFC and DAE employees related to him.

19. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations drainage installation, 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 and horticulture works in the composite tender.

**Government of India
Department of Atomic Energy
NUCLEAR FUEL COMPLEX
Civil Engineering Division
Hyderabad – 500 062**

CONDITIONS OF CONTRACT

Definitions

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of 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 Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, 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/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, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons comprising such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - iv) The **President** means the President of India and his successors.
 - v) The **Engineer-in-Charge** means the 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' hereunder.
 - vi) **Government** or **Government of India** shall mean the President of India.
 - vii) The term **Chief Executive** means Chief Executive of Nuclear Fuel Complex and includes Dy.Chief Executive/Chief Engineer and Superintending Engineer.
 - 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 aircraft, acts of God, such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of 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 NFC/DAE & its units(s) any department of Government of India which invites tenders on behalf of President of India as specified in schedule 'F'.
 - xiii) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.
 - 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. **Scope and Performance:** 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. **Works to be Carried out:** The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position 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 recognised principles.

7. Sufficiency of Tender: 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. Discrepancies and Adjustment of Errors: 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:-

- i) Description of Schedule of Quantities.
- ii) Special instructions / Particular Specification and Special conditions, if any.
- iii) Drawings.
- iv) Departmental Specifications.
- v) CPWD Specification
- vi) 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 therefrom 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. Signing of Contract: 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 Form as mentioned in Schedule 'F' consisting of:
 - a) Various clauses with corrections upto the date stipulated in Schedule 'F' along with appendix/ annexures thereto.
 - b) DAE/NFC Safety Code.
 - c) Model Rules for the protection of health, sanitary arrangements for workers employed by DAE/NFC or its contractors.

- d) DAE/NFC 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

GENERAL 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 upto 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 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 is less than Rs. 1.00 lakhs) or Government securities or fixed deposit receipts or guarantee bonds of any scheduled bank or State Bank of India in accordance with the form annexed 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 extend 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 amount to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:-
 - a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event 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 the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by 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 1A: RECOVERY OF SECURITY

The person(s) 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.** Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the up-to-date amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by Government by way of Security Deposit unless he /they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or Fixed Deposit Receipts. 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 compensation or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by 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 the Joint Controller (F&A), NFC** 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 if 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 schedule bank, on its accumulations to a minimum of Rs. 5.00 lakhs subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5.00 lakhs. Provided further that the validity of bank guarantee including the 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 milestone mentioned in **Schedule 'F'**, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

CLAUSE 3: WHEN CONTRACT CAN BE DETERMINED

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 claim for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i) If the contractor having been given by the 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 un-workman 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 the 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 continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

- iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the 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 within 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 to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-charge.
- vii) If the contractor shall obtain a contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity pact.
- 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 21days.
- xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the 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 provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the 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: CLOSURE OF CONTRACT ON NON-COMMENCEMENT OF WORK

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 the 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, Engineer of the work, , foreman or other authorised 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 his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5: TIME AND EXTENSION FOR DELAY

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and 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 milestone given in 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 Engineer-in-Charge 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. 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 Engineer-in-charge may give a fair and reasonable extension of time and reschedule the milestone 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 Engineer-in-Charge and this shall be binding on the contractor.

CLAUSE 6: MEASUREMENTS OF WORK DONE

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

All measurement of all items having financial value shall be entered in 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 authorised representative and by the contractor or his authorised 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 authorised 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 authorised representative does not remain present at the time of such measurements after the contractor or his authorised representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

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

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

specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorised representative incharge 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 authorised representative incharge 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 authorised representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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

CLAUSE 6A: COMPUTERISED MEASUREMENT BOOKS

Engineer-in-charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurement 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 the representatives in token of their acceptance.

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

charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their check/test checks.

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

The contractor shall also submit to the department separately his computerized abstract of cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the 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 may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-charge or his authorized representative in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-charge's 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 the day of presentation of the bill by the contractor to the Engineer-in-Charge or his Asstt. 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 any way vary or affect the contract.

Pending consideration of extension of date of completion interim payment 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 his authorised representative 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 EIC of major discipline to main contractor. Running payment for minor component shall be made by the EIC of the discipline of minor component directly to the main contractor. In case main contractor fails to make the payment to 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 , EIC 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 the main and associated contractor fixed by him. Such payment made to the associated contractor shall be recovered by EIC of major component from next R/A/Final bill due to main contractor as the case maybe.

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 the 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 any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

CLAUSE 8 A: 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 applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs.15,000 (Rs. Fifteen thousand only) as may be fixed by the Engineer-in-Charge concerned and in this respect the decision of the Engineer-in-charge 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 herein under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorised representative, complete with account of materials issued by the Department and dismantled materials.

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

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

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

his bills duly receipted and discharged through his bank, registered financial co-operative or thrift society or recognised financial institutions.

Nothing herein contained shall operate to create in favour of the bank, registered financial co-operative or thrift society or recognised financial institutions any rights or equities vis-à-vis the President of India.

CLAUSE 10: MATERIALS SUPPLIED BY GOVERNMENT

Materials which Government will supply are shown in Schedule 'B' 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 finalise 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 and performance guarantee. 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 therefore. 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 all stores/materials so supplied to the contractor or procured with the assistance of the Government shall remain the 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 licenses 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 materials 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 scheduled time for completion of the 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 10 A: 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. The 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 at least with the testing equipment as specified in Schedule 'F'.

CLAUSE 10 B: ADVANCES

i) SECURED ADVANCE ON NON-PERISHABLE MATERIALS

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 upto **90% of the assessed value of any materials** which are in the opinion of the Engineer-in-Charge nonperishable, non-fragile and noncombustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

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

ii) MOBILISATION ADVANCE

Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case the contractor shall execute a Bank Guarantee Bond from a Scheduled Bank as specified by the Engineer-in-Charge for the full amount of mobilization advance together with interest, valid for full contract period before such advance is released. This shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery, together with interest. Such advance shall be in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilisation of the earlier installment to the entire satisfaction of the Engineer-in-Charge.

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

iii) Plant, machinery & shuttering material advance

An advance for plant, machinery & shuttering material required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery which in the opinion of the Engineer-in-Charge will add to the expeditious execution of work and improve the quality of work. **The amount of advance shall be restricted to 5% percent of 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 recognised 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 covered by tripartite agreement with the following:

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

This advance shall further be subject to the condition that such plant and equipment

- a) are considered by the Engineer-in-Charge to be necessary for the works;
- b) and are in 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 mobilisation advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurers will be borne by the contractor.

iv) INTEREST & RECOVERY

The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of **10 per cent per annum** and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractor's 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 per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount upto the date of recovery of the installment.

- v) If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for requested 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.
- vi) The said bank guarantee for advances shall initially be made for the full amount with interest and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.

CLAUSE 10 C: 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 10 C A 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 rules or order (but not due to any changes in sales tax/VAT, central /state exise/customs duty) beyond the prices/ wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions, if any, for the work during contract period including the justified period extended under the provision 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 prices/wages prevailing at the time of stipulated time 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 10 C A 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 the last stipulated date for receipt of the tenders 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 exise/customs duty)** Government shall in respect of materials incorporated in the works (excluding the materials covered under clause 10 C A and not being materials supplied from the Engineer-in-Charge stores in accordance with Clause-10 thereof) 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 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 provision of clause 5 of the contract without any action under clause 2.

Engineer-in-Charge may call books of account and other relevant document 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 material 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, labour component of the work executed during period under consideration shall be the percentage as specified in Schedule F, of the value of work done during that period and the increase/decrease in labour wages shall considered on the minimum daily wages in rupees of any unskilled adult male mazdoor, fixed under any law, statutory rule or order.

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

If after submission of the tender, the price of materials specified in Schedule 'F' increases/decreases beyond the price(s) prevailing at the time of the last stipulated date for receipt of tenders (including extension, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such variation 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 shall be determined by the All India Wholesale Price Indices of Materials for the items (Material) provided in Schedule-F as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and base price for materials as issued under the authority of Chief Executive, NFC / Chief Engineer/tender approving authority as indicated in Schedule-F, as valid on the last stipulated

date of receipt of tender, including extension if any and for the period under consideration. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in **Schedule 'F'** shall be followed.

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

Adjustment for component of individual material:

$$V = P \times Q \times \frac{C1 - C1_0}{C1_0}$$

Where,

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

P: Base price of material as issued under authority of Chief Engineer/ tender approving authority, Chief Executive, NFC valid at the time of the 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.

C1₀: All India whole sale price index for material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.

C1: All India whole sale price Index for material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

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

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

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

CLAUSE 10 CC: PAYMENT DUE TO INCREASE/DECREASE IN PRICES/WAGES 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 provisions of Clause-5 of the contract without any action under Clause 2. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/wages prevailing at the time of 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 upto this quarter (A)
 - b) Gross value of work done upto 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 10CA) fresh paid in this quarter (D)
 - e) Full assessed value of Secured Advance(excluding Materials covered under clause 10CA) recovered in this quarter (E)
 - f) Full assessed value of Secured Advance for which escalation is payable in this quarter (d-e) (F)
 - g) Advance payment made during this quarter (G)
 - h) Advance payment recovered during this quarter (H)
 - i) Advance payment for which escalation is payable in this quarter (G-H) (I)
 - j) Extra items/deviated quantities of items paid as per Clause 12 based on prevailing market rates during this quarters (J)
- Then $M = C + F + I - J$
 $N = 0.85 M$
- k) Less cost of material supplied by the Department as per Clause 10 and recovered during the quarter (K)
 - l) Less cost of services rendered at fixed charges as per clause 34 recovered during the quarter (L)

Cost of work for which escalation is applicable:

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

- iii) **Components for materials (except cement, reinforcement bars, steel structural steel or any other material covered under clause 10 C A), labour and P.O.L. etc shall be pre-determined** for every work and incorporated in the conditions of contract

attached to the tender papers included in **Schedule 'F'**. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractor.

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

a) **Adjustment for Civil component (except cement, steel bars, structural steel and any other material covered under 10CA) /Electrical component of construction 'Materials'**

$$V_M = W \times \frac{X_M}{100} \times \frac{MI - MI_0}{MI_0}$$

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

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

X_M : Component of 'materials' (except cement, steel bars, structural steel and any other material covered under 10C A)expressed as percentage of the total value of work.

MI : All India whole-sale-price-index for civil components/electrical component* of construction material 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 components/electrical component* of construction material 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 publish by the Economic Adviser to Government of India, Ministry of Industry and Commerce and applying weightages to the individual commodities/group items.

***Note:** Relevant component only will be applicable.

b) **Adjustment for component of 'P.O.L'**

$$V_F = W \times \frac{Z}{100} \times \frac{FI - FI_0}{FI_0}$$

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 : Cost of work done worked out as indicated in sub-para (ii) of clause 10CC

Z : Component of Fuel, Oil and Lubricant expressed as a per cent of the total

value of work.

FI : All India whole sale price index for fuel, oil, 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)

FI₀ : All India whole sale price index for fuel, oil and lubricant valid on the 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) 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 and FI shall be the average of the indices for the months falling within that period.

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

$$V_L = W \times \frac{Y}{100} \times \frac{LI - LI_0}{LI_0}$$

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 percentage of the total value of the work.

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

(In respect of the justified period extended under the provisions of clause- 5 of the contract without any action under clause -2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of completion or the minimum wage prevailing on the last date of the quarter

previous to the one under consideration, whichever is less, shall be considered)

LI0: Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

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

- a) The minimum wage of an unskilled male mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.
- b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials and/or P.O.L. is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters.
- c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rates 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 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 provision of the clause 10CC are applicable, provision of clause 10C will not be applicable but provisions of clause 10CA will be applicable.
- b) Where provisions of clause 10CC are not applicable, provisions of clause 10C and clause 10CA will become applicable.

CLAUSE 10 D: DISMANTLED MATERIAL GOVT. PROPERTY

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

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

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

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

CLAUSE 12: DEVIATIONS/ VARIATIONS EXTENT AND PRICING

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

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

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

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

12.2 Deviation, extra items and Pricing

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 item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid 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 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 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 work in excess of the limits laid down in **Schedule 'F'**, and the Engineer-in-charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within **fifteen days** of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of **fifteen days** having regard to the market rates.

12.4 The contractor shall send to the Engineer-in-charge once every **three months**, an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Engineer-in-charge / 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 foundation unless & otherwise defined in the contract:

- i) For Buildings : All works upto 1.2 metres (4 feet) above ground level or upto floor 1 level whichever is lower.
- ii) For abutments, piers and well staining: All works up to 1.2 metres (4 feet) above the bed of floor level.
- iii) For retaining walls, wing walls, compound walls, chimneys, over head tank/reservoirs and other elevated structures: all works up to 1.2 metres above the ground level.
- iv) For reservoirs/tanks (other than over head tanks/reservoirs): All works up to 1.2 metres (4 feet) above ground level
- v) For basement: All works upto 1.2 metres (4 feet) above ground level or up to 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.

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

The contractor shall be paid at contract rates full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items

hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure:

- i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office, storage accommodation and water storage tanks.
- ii) 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 Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, doesn't complete them within the period specified in notice given in writing in that behalf by the Engineer-in-Charge.

The EIC 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 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 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 the contractor on account of loss or damage suffered by the 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 terms of this 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 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 only taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by the 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 the Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to the Government in law or as per agreement be recovered from any money due to the contractor on any account, and any 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 contractor's unused materials, constructional plant, implements, temporary buildings at site etc., and proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

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

CLAUSE 15: SUSPENSION OF WORK

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

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

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

ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

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

iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the

Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Government or where it affects whole of the works, as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Government, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

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 'B' 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 Control Organisation of the Department 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 in charge 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 of Quality Assurance or 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 Rs. 10 lacs 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 competent authority specified in **Schedule "F"** may consider reasonable during preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 17: CONTRACTOR LIABLE FOR DAMAGES, DEFECTS DURING MAINTENANCE PERIOD

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

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

CLAUSE 18: CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools and plant as specified in **Schedule 'F'**. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted

and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the 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 thereof to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit and or performance guarantee 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 and or performance guarantee 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) 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 18 B: ENSURING PAYMENT AND AMENITIES TO WORKERS IF CONTRACTOR FAILS

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the NFC/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 NFC/DAE 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 contract or otherwise Government shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

CLAUSE 19: LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR

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

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

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

CLAUSE 19 A: No labour below the age of Fourteen years shall be employed on the work.

CLAUSE 19 B: PAYMENT OF WAGES

Payment of wages:

- i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the DAE/NFC Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the DAE/NFC Contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- iv)
 - a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

- b) Under the provision of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

In case of Union Territory of Delhi, However, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration no. F.12(162)MWO/DAB/43884-91, Dt. 31.12.1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would nor arise.

- v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- vi) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the DAE/NFC 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 19 C: In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per DAE/NFC Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs.200/- for each default and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19 D: The contractor shall submit by the 4th and 19th of every month, to the 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 19F and the amount paid to them.

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

CLAUSE 19E: In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements to workers employed by the NFC/DAE and its contractors.

CLAUSE 19 F: Leave and pay during leave shall be regulated as follows :-

1) Leave :

- i) in the case of delivery – maternity leave not exceeding 8 weeks. 4 weeks up to and including the day of delivery and 4 weeks following that day.
- ii) In the case of miscarriage – upto 3 weeks from the date of miscarriage.

2) Pay:

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

3) Conditions for the grant of Maternity Leave:

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

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

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

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

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

CLAUSE 19 H: The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.

- i)
- a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) For each member of the worker's family staying with the labourer.
 - b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50 (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.
- ii)
- a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge.
- In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be kutchra 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 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.
- iii) **Water Supply** – The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purpose and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, 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 therefor.
- iv) The site selected for the camp shall be high ground, removed from jungle.
- v) **Disposal of Excreta** – The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.
- vi) **Drainage** – The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
- vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

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

CLAUSE 19 I: 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.

CLAUSE 19J: It shall be the responsibility of the contractor 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 shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay a levy upto 5% of tendered value of work may be imposed by the Superintending Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

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

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

CLAUSE 20: MINIMUM WAGES ACT TO BE COMPLIED WITH

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

CLAUSE 21: WORK NOT TO BE SUBLET/ ACTION IN CASE OF INSOLVENCY

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

CLAUSE 22: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

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

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

CLAUSE 24: 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 decision, appeal to the Chief Executive, NFC 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 Executive, NFC shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with his decision, the contractor shall within a period of 30 days from receipt of the decision, appeal before the Dispute Redressal Committee(DRC) along with the list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Chief Executive. The Dispute Redressal committee (DRC) shall give his decision within a period of 90 days from the receipt of contractor's appeal. The constitution of Redressal Committee shall be indicated in Schedule F or indicated subsequently.

If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of Redressal Committee (DRC), then either party may within a period of 30 from the receipt of decision of the Dispute Redressal Committee, give notice to the Chief Executive for appointment of arbitrator on prescribed proforma, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

- ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chief Executive, NFC in respect of contract approved by any subordinate authority under him. However, in respect of contracts approved by Chief Executive, NFC or higher authority, the arbitrator shall be appointed by 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 this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Engineer of the appeal.

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

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the 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 '96) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

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

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

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

CLAUSE 26: CONTRACTOR TO INDEMNIFY GOVT. AGAINST PATENT RIGHTS

The contractor shall fully indemnify and keep indemnified the 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 THE TENDER

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the

Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

CLAUSE 28: ACTION WHERE NO SPECIFICATIONS ARE SPECIFIED

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the CPWD Specifications and Bureau of India Standards (BIS) Specifications. In case there are no such specifications in CPWD and/or Bureau of India Standards, the work shall be carried out as per manufacturer 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

- i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security and any other deposit, 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 and performance guarantee, 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 may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the Government or any contracting person through the Engineer-in-Charge pending finalisation of adjudication of any such claim.

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

- ii) Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical

examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor, without any interest thereon whatsoever.

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

CLAUSE 29 A: LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

Any sum of money due and payable to the contractor (including the security deposit and performance guarantee 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 claims arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 30: EMPLOYMENT OF COAL MINING OR CONTROLLED AREA LABOUR NOT PERMISSIBLE

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

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

The Contractor shall immediately remove any labourer who may be pointed out by the Engineer-in-Charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to Government a sum calculated at the rate of Rs. 10/- per day per labourer. The Certificate of the Engineer-in-Charge about the number of coal

mining or controlled area labourer and number of days for which they worked shall be final and binding upon all parties to this contract.

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

Explanation- “Controlled Area” means the following areas:

Districts of Dhanbad, Hazaribagh, Jamtara- a Sub-Division under of Santhal paragana Commissionery. Districts of Bankuara, Birbhum, Burdwan District of Bilaspur.

Any other area which may be declared as Controlled Area by or with the approval of the Central Government.

CLAUSE 31: UNFILTERED WATER SUPPLY

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

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

CLAUSE 31 A: DEPARTMENTAL WATER SUPPLY, IF AVAILABLE

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

- i) **Water charges** shall be recovered **1% of value of work done**
- ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.
- iii) The 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 ARRANGEMENTS

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

The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.

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

CLAUSE 33: RETURN OF SURPLUS MATERIALS

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Government either by issue from Government stocks or purchase made under orders or permits or licences 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 & MACHINERY

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

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

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

returned only when they are required for major repairs or when in the opinion of the Engineer-in-charge, the work or a portion of work for which the same was issued is completed.

- x) Log book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Department and will be countersigned by the contractor or his authorised 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 damaged 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 he 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, remained 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 any way, affecting the right of the Engineer-in-charge to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.

CLAUSE 35: CONDITION RELATING TO USE OF ASPHALTIC MATERIAL

- i) The contractor undertakes to make arrangements 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 authorised 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 material shall not be removed from site of work without the consent of the Engineer-in-charge.
- 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 as along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the principal technical representative(s) to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 15 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(s) and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site before start of work.

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, the Engineer-in-Charge and/or his designated representative(s) 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. The decision of the Engineer –in-charge as recorded in the site order book and measurement recorded checked/tested checked in Measurement books shall be final and binding on the contractor. Further, if

the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or absent by more than 2 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 work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every on account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-charge or his designated representative(s) in the site order book and in token of acceptance of measurements /checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

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) or agent 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'**.

- 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

- i) Sales Tax/VAT (except Service Tax), Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.
- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

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 or cess is imposed by Statute, after the last stipulate date for the receipt of tender including extensions if any and contractor thereupon necessarily and properly pays such taxes/levies/ cess the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the 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 this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 39: TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Engineer-in-Charge/ Executive Engineer on behalf of the President of India shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 40: IF RELATION WORKING IN NFC/DAE THEN THE CONTRACTOR NOT ALLOWED TO TENDER

The contractor shall not be permitted to tender for works in NFC/DAE (responsible for award and execution of contracts) in which his near relative is posted as Asst. Accounts Officer/AO or as an officer in any capacity between the grades SO”C” & above. 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 NFC or in the Department of Atomic Energy. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of DAE. **If however the contractor is registered in any other department, he shall be debarred from tendering in NFC/DAE for any breach of this condition.**

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

CLAUSE 41: NO GAZETTED ENGINEER TO WORK AS A CONTRACTOR WITHIN ONE YEAR OF RETIREMENT

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

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

- i) After completion of the work and also at any intermediate stage in the event of non-reconciliation of materials 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 and bitumen shall be calculated on the basis of quantity of cement and 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) the theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorised by Engineer-in-Charge, including authorised variation (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 diameter-wise & category-wise.
 - (d) For any other material as per actual requirements.
- ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule ‘F’. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorised 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 Engineer-in-Charge regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

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

CLAUSE 43: COMPENSATION DURING WARLIKE SITUATIONS

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

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

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

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: RELEASE OF SECURITY DEPOSIT AFTER LABOUR CLEARANCE

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

SPECIAL CLAUSES OF CONTRACT (SCC)

1. GENERAL

The following Special clauses of contract shall be read in conjunction with General clauses of contract. The same shall be considered as an extension and not limitation of the obligations of the contractor. In case of any discrepancy between Special clauses of contract and General clauses of contract, these Special clauses shall take precedence over General clauses of contract.

2. LOCATION AND ACCESS TO SITE (Pl refer Appendix-I to NIT)

The contractor carrying this work will be strictly abide by the Local / Municipal / Statutory body / Police / Departments regulations as well as security regulations imposed by such authorities from time to time regarding transshipments of equipment, operations, drainage, late hour working, working on holidays, bringing / taking away of materials, disposal of debris, excavated surplus materials etc. as and wherever applicable.

The contractor for this work shall co-ordinate his work with other contractors who will be simultaneously carrying out the work in the same area. All workmen working at heights beyond 1st floor shall be provided with safety belts and the workers should be directed to wear safety belts as long as they are working. The instructions issued by the Engineer-in-Charge with regard to safety and security of workmen from time to time to be strictly followed. All other safety measures stipulated in the tender documents shall be strictly followed, failing which the Engineer-in Charge shall take immediate action deemed fit and the same shall be binding on the contractor.

The work shall be completed as per detailed time-schedule, which shall be prepared after issue of work order. However, the entire work shall be completed within the stipulated completion period as specified in the Tender Notice.

3. SITE INVESTIGATIONS

The tenderers are advised to visit the site of work with prior permission of the Authority Inviting Tender / Engineer-in-Charge or his authorised representative, to acquaint themselves as to the nature and location of the work, access to the site, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labour, water, electric power and road, as also uncertainties of weather or similar physical conditions of the site, the formation and conditions of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, including subsoil water levels, the character of equipment and facilities needed preliminary to and during the progress of the work, and all other matters which can be, in any way, effect the work or the cost thereof under the contract.

4. STAKING OUT BASE LINES AND LEVELS

The contractor shall establish at site the layout of the building/road etc. for the work from base lines and grids established by the Department and shall be responsible for all measurements in connection therewith. The contractor shall, at his own expenses, furnish all stakes, templates, platform, equipments, ranges and labour that may be required in setting out

or laying out any part of the work. The contractor shall be held responsible for the proper execution of the work to such lines, levels and grids as may be established or indicated on the drawings and specifications. The contractor shall check the bench marks and stakes existing at the site for laying out lines and levels.

The contractor has to construct and maintain proper bench marks at all salient positions in order that the lines and levels may be accurately checked at all times.

Total Station, Theodolite, levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the contractors for use at site in connection with this work.

5. COMMENCEMENT AND COMPLETION OF WORK AND PROPER SCHEDULE

The work shall be completed within the stipulated period of completion as indicated in Schedule “F” including monsoon period. The contractor shall submit detailed time schedule in triplicate within 15 days from the date of issue of work order, for completion of the work, indicating all the important activities of execution of the work / group of the items in sequence of its operation etc. including making ready the sample finishes / finished sample flat for bldg. works, in consultation with the Engineer-in-Charge, and submit the same for approval of the work awarding authority. This time schedule, after approval, shall form part of the contract and the work in all respects shall be carried out as per this time schedule.

Time shall be the essence of the contract. The rate of progress of the whole work as well as for all the important individual items of work shall not be slower than as laid down in the attached Time schedule.

The contractor shall properly assess his capability and fully satisfy himself before tendering that he will be able to adhere to the specified schedule. In this connection the attention of the tenderer is specially invited to clause 2 of the General Conditions of the Contract.

The contractor shall furnish to the Engineer-in-Charge monthly progress report in triplicate on 5th day of every month indicating the following:

SINo.	Item of work	Scheduled progress for the month	Reasons for short-fall	Steps taken to makeup the short-fall

5(a) The contractor shall employ sufficient number of skilled and unskilled labour required for the work for maintaining the progress of work as stipulated in the Time schedule. The trade-wise labour strength should be intimated to the Engineer-in-Charge everyday in writing. The skilled labour shall be increased if required by Engineer-in-Charge to maintain progress of the work.

6. SEQUENCE OF WORK

The contractor shall execute the work as per the sequence given by the Engineer-in-Charge from time to time so that all other items of the work to be executed by other agencies are completed progressively along with the main work.

7. CO-OPERATION WITH OTHER CONTRACTORS

The contractor shall extend all facilities and give complete co-operation for the execution of various connected 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 Department to work in the same area during the construction stage of the work.

Since Electrical / Air conditioning/ Services / Public Health / other agencies will have to carry out their works such as installations of conduits, junction boxes, wiring, distribution boxes, switches, fittings and fixtures etc. in a planned manner in stages which will be in relation to the status and progress of civil construction works, the civil contractor shall accept and take over the inventories of installations of (Electrical / Air conditioning/ Services / Public Health / other agencies when their works are in part/full completion stage. The same inventory in the same condition will have to be handed over back to the Electrical / Air conditioning/ Services / Public Health / other agencies for carrying out their remaining works after the stage-wise completion of the civil works. During final handing over of the building(s) to the Department/Users, the civil contractor will again take over the installation/inventories of fittings and fixtures of Electrical / Air conditioning/ Services / Public Health / other agencies and will complete all his balance finishing works and hand over his works along with the installations of other agencies to the Department / Users.

The contractor shall afford all facilities:

- a) For the installation of embedded parts, sleeves with its accessories in slabs, beams and walls by the other agencies before the reinforcement is placed, necessary cut-outs 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) For using approach road etc. by the other contractors.

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

8. CO-ORDINATION

The contractor will carry out the entire work in a planned manner by co-ordinating his work with other contractors, who will be simultaneously carrying out work in the same area and also co-ordinate in connection with the position of various fixtures, inserts, embedments and other allied work connected with the completion of the building / subject work.

In case of any dispute between the contractors engaged on the same work, decision of Engineer-in-Charge shall be final and binding.

9. APPROACH ROADS AND TRANSPORTATION OF EQUIPMENT & MATERIALS

Contractor will be permitted to use the existing roads in the establishment area for the purpose of transporting equipment and materials and for use of labour etc. The Engineer-in-Charge, however, will not undertake to provide any approach roads to the actual site of work. It shall be the entire responsibility of the contractor to provide and maintain such temporary approach roads including cross drainage works if any at his own cost for the purpose of movement of men, materials and equipment. Layout of such approach roads 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 for carrying out the work in the same area in consultation with the Engineer-in-Charge of the works without any cost.

10. OPERATIONS AND STORAGE AREAS

All operations of the contractor shall be confined to areas authorised by the Engineer-in-Charge and storage of materials shall be over the areas specially indicated by the Engineer-in-Charge. Materials like sand and metal of different sizes shall be stored in properly constructed bins with hard floor to avoid inter mixing as well as mixing with objectionable materials. The contractor shall be obliged to keep the premises in hygienic conditions by proper drainages of the area provided with suitable approaches throughout the period of contract. He shall rectify all damages caused to the Government property within the areas thus allotted. He shall be responsible to clear all rank, vegetation at site at his own cost.

11. CONTRACTOR'S STORAGE AND SITE OFFICE

Suitable area near the site of work shall be allocated to the contractor, 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 Department. Contractor shall cover all materials at site with requisite insurance against theft, larceny, dacoits, fire tempest and flood. He, however, will have to dismantle the shed and vacate the land after the receipt of due notice from the Engineer-in-Charge if the same is obstructing any work.

The tenderer should obtain necessary permission / approval from Statutory authorities such as Municipal corporations / Local bodies etc., if required, for construction of temporary structures at site of work such as cement godown, stores, site office etc. It will be responsibility of the tenderers to prepare proper plans, to pay any requisite fees to statutory authorities and to execute the work for the temporary structure at their own cost as per the conditions and rules laid by statutory authorities.

12. TEMPORARY BUILDINGS

Warehouse, shed, workshop and office facilities as required by the contractor shall be provided by him at his own expense. Prior approval of the Engineer-in-Charge shall be obtained in respect of location and layout and details of those buildings. After the work is over, all these temporary facilities shall be removed by the contractor at his own expense to the satisfaction of the Engineer-in-Charge within 15 days from the date of completion.

As the work covered under the scope of the tender is to be executed within the security area of Nuclear Fuel Complex, it may not be possible to allow construction of any temporary structures close to the site of construction activity. Minimum required open space for putting up temporary structure such as cement godown, site office, etc., will however be made available at the nearest possible location depending upon the sensitivity of the area where the work is to be executed. Such structure shall however comply with the standard requirements of local municipal and/or other authorities.

No labour shall be permitted to stay at site or in the partly completed building at any time and no land for erection of temporary huts for labourers will be made available by the Department. The contractor shall make his own arrangements for labour hutments elsewhere out side the Department's colony/area at his own cost. Unauthorised occupation of any area/partly completed building by the contractor's labourer will be treated as trespass and action will be taken to evict them including termination of contract if deemed fit. Sanitary as well as water supply and drainage facilities as required by the labour laws in force, are to be provided by the contractor at his own cost.

13. TRAFFIC INTERFERENCE & INCONVENIENCE TO THE PUBLIC

The contractor shall so conduct his operations as to interfere as little as possible with the traffic/ public. When interference to traffic is inevitable, a notice of such interference

shall be given to the Engineer-in-Charge well in advance (at least 2 days) at any stage, if it becomes necessary to divert the traffic, the contractor shall obtain permission from the local traffic authorities at his own expense. The Department will render reasonable assistance in the matter. The contractor shall take all precautionary and other measure, such as providing warning signals, temporary diversion etc. all as directed by the Engineer-in-Charge.

The contractor shall not deposit materials anywhere at work site which will seriously inconvenience the public. The Engineer-in-Charge may require the contractor to remove any materials which are considered to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

The contractor shall exercise full care to ensure that no damage is caused by him or his workmen, during the operation 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.

14. DRAINAGE AROUND THE BUILDINGS AND FOUNDATION FOR OTHER WORKS

The contractor shall be entirely responsible for the provision and maintenance of efficient drainage arrangements in the work site to lead of all water whatsoever pumped from the excavations on account of rains, floods, springs or any other source whatsoever. The foundation trenches shall be kept free from water while all the works below ground level are in progress. Flooding or ponding of water in the work site shall not be permitted under any circumstances whatsoever and the contractor shall take all necessary precautions to prevent the same by providing suitable pumps and other dewatering arrangement.

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 where such damages are due to his non-compliance with the above conditions.

15. SPECIFICATION AND DRAWING

15.1 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. The tenderers shall note that the drawings attached are preliminary and are only meant to give an idea of the nature and type of work involved. However, after the award of work on contract, fresh drawings shall be released for site use progressively to give adequate fronts to the contractor to carry on his activities in accordance with the detailed construction programme to be furnished by him.

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 adjustment made by the contractor without prior approval of the 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 the specifications and the contractor's rate shall be deemed to be for such complete work unless otherwise specified by the contractor while tendering.

- 15.2 In case any difference or discrepancy between the description in the schedule of quantities and the specifications, the schedule of quantities shall take precedence.

In case any difference or discrepancy between the description in the schedule of quantities and the drawing, the description in schedule of quantities shall take precedence. In case of any difference or discrepancy between drawing and specifications, the specifications shall take precedence.

- 15.3 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 are in conformity with the overall building layout. Drawings found to be inaccurate or otherwise in error will be returned for correction by the contractor.

- 15.4 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 drawing for approval.

- 15.5 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, support, details and satisfactory construction of the work.

- 15.6 Cost of all shop drawings, fabrication drawings or form work 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 authorising additional work of increased costs to the Department.

16. SAMPLES FOR MATERIALS

Samples of all materials to be incorporated in the work shall be submitted to the Engineer-in-Charge for his approval without any extra cost. The approved samples will be kept with Engineer-in-Charge till completion of the work. Materials not conforming strictly to the approved samples will be rejected.

Samples of various materials required for testing shall be provided free of charge by the contractor. Testing charges if any, including all other expenses required to be incurred for taking the samples, conveyance, packing etc., shall be borne by the contractor.

17. EXECUTION OF WORK AND 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 the contract. No failure of the Engineer-in-Charge or his designated representative during the progress of the work to discover or to reject materials, or work not in accordance with the requirement of this contract shall be deemed as an acceptance thereof or a waiver of defects therein and no payment by the Engineer-in-Charge or 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 the contract. No changes whatsoever to any provision of specifications shall be made without authorisation from the Engineer-in-Charge.

18. DEPARTMENTAL WATER SUPPLY, IF AVAILABLE

- a) The clause-31-A and 32 of the Clauses of Contract are subject to the following additional stipulations. Water for construction, if available, may be supplied to the contractor at one place to be determined by the Engineer-in-Charge at available pressure. The contractor shall make his/their own arrangement, if he/they so desire, with the approval of Engineer-in-Charge, for metering instead of recovery at 1½ % indicated in Clause-31A by installing a tested meter of approved make and drawing water from this point, to bear the cost of making all connections, minimum storage of 5000 liters or required storage to meet the normal average requirements for at least 2 days, boosting water, maintaining all installations and dismantling the same on completion of work and making good any damage due to such piping work and its removal. The meter shall be provided with masonry chamber with a cover and locking arrangement. The contractor shall pay for all the water thus drawn at the rate specified in the **Schedule “B”**. 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 on the cost of items executed during this period and amount recovered at the percentage indicated in the Clause.
- b) As per Clause-32(ii), the contractor will also be allowed to construct open well drill bore wells in Government land for taking water for construction purpose with the permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account. After completion of the work, if the Department requires to retain the temporary wells/bore wells constructed/drilled, the same shall be allowed by the contractor without any extra cost, to the Department in which case no charges are recoverable from the contractor for restoring the ground to its original condition or for dismantling the same after completion as per the Clause.

*Note: In the case of non-stipulation of departmental water supply as per **Schedule ‘B’ of Salient Governing features of the Tender / work**”, the contractor shall make his own arrangement of water required for the work, at his own cost, subject to the approval of the Engineer-in-Charge.*

19. 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 wire) 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 be within a reasonable distance 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 the following:
- ii) The contractor should submit a list of equipments he proposes 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.

The contractor should pay the charges based on his power consumption at the rate specified in the **Schedule "B"**.

- iv) Suitably rated KWH meter will be supplied and installed by contractor and test certificates as per IS from authorised test lab or manufacturer is submitted.
- v) 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.
- vi) Double grounding will be provided for all equipments. Power supply will be effected after completion of above.
- 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 relevant IS & Code of practice. The contractor shall provide the necessary skilled and unskilled labour and also instruments for conducting the tests. The tests shall be carried out in the presence of electrical engineer and submitted in proforma enclosed **Annexure – II**.

(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) (viii) 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, earthing etc.
- iv) The supply will be switched off by the Electrical Engineer by prior arrangement with Civil Department 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 and not for any compensation in this account.

Government will not be liable for any loss to be contractor arising from failure or interruption of 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 requirement, in addition to complying with relevant Indian Electricity Act, Indian Electricity Rules, IS Regulations, etc.

- i) The minimum clearance to be maintained for all overhead lines shall be 4 mtrs. Along roads and 6.1 mtrs. 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 a general rule should be avoided and if used should be earthed individually.
- iv) All loose hanging of wires 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 hindrance to movement of men and materials.
- vi) Reinforcement rods or any metallic part of structure 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. Pipe, 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 shall be preferred. Switch fuse units of appropriate ratings of fuses be utilised for the required power supply and all terminals in the external supplies 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.
- iv) 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 the equipment, 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 sheathed wires or armoured PVC insulated and sheathed 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, hand sealing arrangements, should be provided to ensure that no moisture leaks at the terminals of the switches.

- ii) All armoured cables shall be properly terminated by using suitable cable glands, stranded, conductor cables shall be connected by using cable lugs/sockets, cable lugs should preferably be crimped, cable lugs should be of proper size and should correspond to the current rating and size of the cable. Twisted connections will not be allowed.
- iii) All the cable glands shall be properly earthed.
- iv) All connections to lighting fixtures, starters or other power supplied equipments should be provided with PVC insulated, PVC sheathed twin core wires 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 made in 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 of clearance is provided for general working.
- vii) For day-to-day lighting requirements it is preferred that an extension board is used and 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 plug 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 earth electrodes and tappings 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 conductors 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 equipments shall not be allowed. However tapping from an earth bus may be done. Every equipment

should be provided with two independent earth connections except for portable.

- 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 licence/competency certificate must be employed for carrying out electrical work and repair of electrical equipments, installation and maintenance at site. A qualified/ licenced supervisor may also be employed for supervision.
 - ii) An electric power failure and/or accident caused due to non-compliance of above mentioned instructions will entirely be the responsibility of the contractor.
 - iii) On recommendation by the Electrical Engineer the Engineer-in-Charge reserves 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 extension of time due to such disconnections.

SAFETY INSTRUCTIONS: ELECTRICAL OPERATIONS

I. INSTALLATION

- i) Electrical equipment and installations should be so designed, installed and maintained as to prevent danger from contact with live conductors and/or from electrically originated fire. Only qualified/ licenced persons should be permitted to install, adjust, examine or repair electric equipment/circuits.
- ii) Materials for all electrical equipment should be selected with regard to working voltage, lead and working environment. Such equipment should conform to the relevant standards.
- iii) Exposed live parts of electrical circuits and equipment operating with alternating current (AC) at 50 volts or more should be generally provided with permanent enclosures/covers. 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 conduits 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 of copper or other corrosion resistant material. An extra ground connection should be made in appliances/equipment 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 or otherwise exposed to CHEMICAL 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 fittings installed in work room from where there is possibility of explosion hazard should be of explosion proof type approved by CMRS, Dhanbad.
- xii) After installation of new electric system and/or other extensive alterations to existing installations, thorough inspection should be made by an electrical engineer before the new system or new extension is put in use.

II. OPERATION & MAINTENANCE

- i) All persons who work 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 installations/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 new work.
- iv) Adequate precautions should be taken in two important aspects.
 - a) That there shall be no danger from any adjacent live parts ; and
 - b) That there shall be no chances of re-energisation of the equipment on which the persons are working.

- v) While working on or near a circuit, wherever 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 of motors) back of the hand may be used. Thus, if accidental shock were to cause muscular contractions, one would 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 an investigation should be made of the circuit for the cause of 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, modifications or painting works must be undertaken, appropriate measures should be taken for the protection of persons whose work may bring them into the proximity of live equipment/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 everytime an equipment is connected back after alterations or repair. Also insulation resistance tests (megger 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 overloaded while tapping. Only standard three pin plug should be used for tapping electricity. Broken sockets/plugs should be replaced immediately with good ones. Joint free cables only should be used for connecting equipment/ 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 plug. It should be ensured that the metal part of the equipment should be effectively earthed.
- iii) Bare wires 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, tested and maintained to ensure safety.

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.
- iv) In case of an accident the security staff on duty shall be informed immediately. Also the Engineer-in-Charge, Electrical Engineer, Sr. Manager, Safety and Administrative Officer, 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 a fire hazard, NFC Fire Brigade (Phone No.27122948 or Exchange Extn. 4101 / 100) as the case may be, shall also be informed immediately.
- vii) The contractor shall keep a first aid kit at site. However, in case of accident (major/serious) the victim shall be immediately taken to NFC Dispensary before being taken to any other Hospital or Dispensary.
- 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 scaffoldings, 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.

20. TENDERED RATES

The rates quoted by the tenderer in the schedule shall be inclusive of all taxes including Sales tax, VAT, Purchase tax, duties and other statutory levies / taxes etc. imposed by the Government or other public bodies from time to time. The rates quoted shall also cover the cost of necessary protection including labour, materials and equipment to ensure safety and protection against risk or accident, compensation for injury to life and damage to property if any, caused by the contractor's operations connected with this work. The rates shall be firm and shall not be subject to change due to variations during the entire period of execution of the work in cost of materials, labour and conditions, or any other conditions whatsoever except for the provisions contained in clause 10 C, 10 CA and 10 CC of General

conditions of contract as applicable for this work.

The rates quoted by the tenderer shall also be inclusive of State Sales Tax on the transfer of property in goods involved in execution of works contract Act, 1985 (in other words WCT / Turn over Tax) which is to be paid by the tenderer to the government from time to time during the execution of the contract / works. No separate claim on this account will be entertained by the Department. Also no certificate(s) for exemption of Octroi / Entry tax shall be issued by the Department.

Unless otherwise stated in schedule of quantities, rates for item quoted by the tenderer should be for the complete work including supply and fixing with all materials and should be for all heights and depths, lifts and leads, lengths and widths involved in the work.

Any cement slurry added over base surface (or) for continuation of concreting, for better bond, is added to have been in-built in the item (unless otherwise explicitly stated) and nothing extra shall be payable and no extra cement considered in consumption on this account.

Rate for all items, in which use of cement is involved, shall include charges for curing.

The contractor when called for by the Department should furnish detailed rate 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 the rate of any deviations or claims arising in this contract.

For any deviations or claims or extra items arising out of this contract, the contractor will be entitled for overheads and profits of 2.5% (two and half percent) only towards handling, storing etc. of such materials which are supplied by the Department under **Schedule 'B'** and / or at fixed issue rates / procurement rates in case of free issue materials.

21. CLAIMS AGAINST THE CONTRACTOR

Whenever any claim against the contractor for the payment of a sum or money arises out of or under the contract, Department shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the contractor and to sell any Government promissory notes etc. forming the whole or part of such security. In the event of the security deposit having been taken from the contractor, the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due from the contractor, under this or any other contract with the Department. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay the Department, on demand the balance remaining due. Department shall

have the right to cause an audit and technical examination of the work and the final bill of the contractor including all supporting vouchers, abstracts etc. to be made after payment of the final bill and if as a result of the due audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done under the contract and found not have been executed, the contractor shall be liable to refund the amount of the over payment and it shall be lawful for the Department to recover the same from him in the manner prescribed above 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, amount of such under payment shall be duly paid by the Department to the contractor.

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

Provided further no recovery of an over payment and no payment of any sum paid short shall be made where such over payment or under payment has remained undiscovered for a period of three years after the date of payment of the final bill.

22. MODE OF MEASUREMENTS

Measurements for all hidden items once taken jointly and so accepted by the tenderer in the bills, in writing shall be final and binding. No re-recording of measurements for hidden items of work will be permitted.

The contractor shall provide at his own cost suitable weighing and measuring arrangements at site for checking the weight / dimensions as may be necessary for execution of the work. All measuring tapes (of steel), scaffolding and ladders which may be required for taking measurements shall be supplied by the contractor.

If the contractor fails to accompany the Engineer-in-Charge or his duly authorised person to take measurements, then he shall be bound by the measurements, recorded by the Engineer-in-Charge or his representative.

23. STORES AND MATERIALS AT SITE

Stores and materials required for the works are to be deposited by the contractor only in places to be indicated by the Engineer-in-Charge. The Engineer-in-Charge shall have a right at any time to inspect and examine any stores and materials intended to be used in or on the works either on the site or at any factory or workshops or other places where such stores or materials are being constructed or manufactured or processed or any place from where

they are being obtained and the contractor shall give such facilities as required to be given for such inspection and examination.

The Engineer-in-Charge shall be entitled to have tests made without any extra cost to the Department at an approved laboratory for any stores and or materials supplied by the Contractor, who shall provide at his own expense all the facilities which the Engineer-in-Charge may require for this purpose.

Any stores and materials brought to site for use on the work shall not be removed off the site without prior written approval of the Engineer-in-Charge, but on final completion of the work, the contractor shall at his own expenses remove from the site all surplus stores and materials originally brought by him.

23A: STORES TO BE SUPPLIED BY THE DEPARTMENT

- i) The materials to be supplied by the Department and the rates at which the same will be charged to the contractor are given in Schedule 'B'. It shall be the contractor's responsibility to take delivery of these materials at the Departmental Stores, NFC, handle and store them without damaging the same till incorporation in the work.
- ii) The contractor shall bear all incidental charges for cartage, handling, storage, safe custody, etc., of materials. No reimbursement of the expenses will be made by the Department.
- iii) The contractor shall draw the materials mentioned in Schedule 'B' from time-to-time depending upon the requirement of the same at site of work. Drawl of materials, surplus to the requirements, is prohibited. If, however, after the completion of the works surplus materials which are unused and perfectly in good condition and acceptable to the Department are left with the contractor, he should return these surplus acceptable materials, to the departmental stores. For the materials thus returned, credit will be given by the Department to the contractor at the issue rates stipulated in Schedule 'B' minus storage charges of 1½ % (one and half percent) only.
- iv) **M.S. rounds, high yield strength deformed bars, M.S. structurals, plates and M.S. sheets, etc.**

The materials shall be issued in lengths as available in the stores, no claim on this account shall be entertained. M.S. bars shall be issued on 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. material as indicated below shall be properly of the contractor.

- a) For all diameters of M.S. rounds and high yield strength deformed bars pieces under 1.5 metres length will be reckoned as wastage.
- b) For all structural sections, pieces under 1 metre length shall be reckoned as wastage.

- c) For all M.S. plates and sheets, pieces less than 0.1 sqm 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 but excluding 1 ½% storage charges.

- d) Only M.S. rounds, high yield strength deformed bars, structural steel items and M.S. plates as indicated in the Schedule 'B' 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 arrangements to procure the same.
- e) (i) The standard sectional weights referred in specification (cement concrete plain and reinforced (2)(b) note) to be considered for conversion of length of various sizes of M.S. bars and Tor steel bars into weight are as under:

Size (Diameter) mm	Weight Kg/m.	Size (Diameter) mm	Weight Kg/m.
6	0.222	20	2.467
8	0.395	22	2.985
10	0.617	25	3.855
12	0.888	28	4.836
16	1.579	32	6.316
18	1.999		

- ii) Issue of steel (of diameters above 10 mm) will be regulated on sectional weight basis, weight being calculated with the help of the above tables. However, for bars M.S./Tor steel upto and including 10 mm, the following procedure shall be adopted.

The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The actual weight of steel received shall be modified to take into account the variations between the actual and the standard co-efficients given above and the contractors account will be credited or debited (as the case may be) by the cost of this modified quantity only. The decision of the Engineer-in-Charge shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received each day at site of work will constitute one single lot for this purpose.

The contractor shall provide at his cost all arrangements and facilities at site required for finding out the actual weight of steel received at site as regards M.S./ Tor steel upto and including 10 mm dia. In case, the contractor fails to provide such facilities/arrangements for any lot, the Engineer-in-Charge shall take necessary action to assess the actual weights for the bars of

such lots, and the same shall be binding on the contractor under all circumstances.

v) **CEMENT**

Responsibility for procurement of cement shall rest entirely with the contractor. Contractor is free to procure cement from open market from approved sources/brand and prior approval for the brand/source to be obtained in writing from the Department before action is taken to procure the same. However, irrespective of the cost incurred by the contractor for procuring cement of a particular brand approved by the Department no price variation will be allowed to the contractor in their quoted rates except the escalation payable under Clause 10(CA)/10(CC) as the case may be. Cement as brought from the approved sources shall also be tested at site at contractor's cost as per provisions of IS Code. In case of non-conformity of material as per the site tests, the contractor shall be instructed by the Department to remove the same from site at his own cost and this instruction is to be complied with immediately though the brand/source might have been approved by the Department before procurement of the material.

The contractor shall construct suitable godowns as per the typical sketch enclosed at Annexure-III at site of work for storing at least one month requirements 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 keys 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 site of work so that the cement is removed from the godown according to the daily requirements 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 feet) above ground level. These stacks shall be in rows of 2 to 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 contractor for the periodic check/scrutiny by the Department. A fortnightly cement stock statement should be submitted to the Department indicating details of quantity consumed/available. Statement showing the quantity of cement to be used in different items of work has been provided in the schedule of rates. In case any item is executed for which the standard co-efficient for the consumption of cement are not available in the above mentioned statement or cannot be derived from this statement the same shall be calculated on the basis of standard formula to be laid down by the Authority Inviting Tender. In the event of it being discovered that the quantity of cement used is less than the quantity ascertained herein before provided (allowing variation upto 5% for works the estimated cost of which as put to tender is not exceeding Rs.50.00 lakhs and 3% for work, the estimated cost of which put to tender is more than Rs.50.00 lakhs on the minus side), the cost of quantity of cement not so used shall be recovered from the contractor on the basis of prevailing market rates including cartage to site.

The contractor shall ensure that cement brought to site should not remain unused for more than two months, and also the stock of cement available at site shall not be in excess of the requirement.

The above provisions need not be followed in respect of construction of cement godowns for works whose estimated cost does not exceed Rs.25,000/-. In such cases, the contractor shall be permitted to store cement at site inside a covered shelter providing adequate safeguards against clodding of cement due to action of water, etc. The Engineer-in-Charge shall inspect such shelter and satisfy himself that adequate safeguards as mentioned above exist.

24. 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 and adequate execution and maintenance of the work and the contractor shall carry out the work and be bound by the same.

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 use by the Engineer-in-Charge and any other person authorised by the Engineer-in-Charge.

25. EMPLOYMENT OF STAFF FOR PLUMBING & ELECTRICAL WORKS

25.1 Employment of certified plumber: Certified plumbers should be employed by the contractor on the work for main sewer, filtered and unfiltered main.

25.2 Employment of licensed electrical foreman: The contractor should employ a licensed electrical foreman to supervise the Electrical works.

26. GOVERNMENT LABOUR ACT

The contractor has to follow strictly the Government labour Acts, which are and will be in force during the period of execution of work. All necessary arrangement for labourer's safety, insurance will have to be made by the contractor as per Municipal rules / DAE contractor's labour regulations / Other Central or Local statutory body. The contractor shall insure his labourers with Janata Insurance Policy and all risk insurance policies etc. at his own cost.

27. DEDUCTION OF INCOME TAX

As per Section 194-C of Income tax Act 1961, as amended by letter No. 275/9/72/9-TJ (Circular No. 86) dated 19.5.72 and No. 275/14/91-IT (B) (Circular No. 593) dated 5.2.91, received from Ministry of Finance, Department of Revenue, Central Board of Direct Taxes, New Delhi, the Income tax @ 2% and Surcharge thereon, as applicable (or any other amended rate by Ministry of Finance from time to time), of the gross value of the work done will be recovered from the bills. A TDS certificate for the amount so recovered will be issued by the Department.

28. URGENT REPAIRS

If by reason of any accident or failure or other event occurring to, in or in connection with the works or any part thereof either during the period of maintenance, any remedial or other work or repair shall in the opinion of the Engineer-in-Charge be urgently necessary for security and the contractor is unable or unwilling at once to do such work or repair, the Engineer-in-Charge may, by his own or other workmen do such work or repair as may consider necessary. If the work or repair so done in 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 charges 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 or which may become due to the contractor provided always that the Engineer-in-Charge shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the contractor thereof in writing.

29. SECURITY AND SAFETY REGULATIONS

The contractor has to follow strictly the security regulations prevailing in NFC area from time to time especially in regard to working hours, movements of materials and entry permits and any other regulation that might be enforced from time to time for doing the work inside security fenced area. The security regulations in vogue are broadly as under:

- 1) The contractor shall make an application to Security for the photo passes/temporary entry passes to be issued by the CISF through the Engineer-in-Charge for his regular Supervisory staff along with residence proof (ration card or voter identity card) and police verification certificate for all labourers to be engaged in the work. However, temporary labourers will be issued photo identity computer passes for one week or as per the prevailing security regulations on production of proof of residence / any valid photo identity card. Contractor shall make arrangements for obtaining police verification certificate for further issue of photo passes to the labourers.
- 2) Contractor shall renew the passes of the labourers before its expiry so as to avoid loss of man-hours.
- 3) Contractor shall furnish the undertaking that he shall be fully responsible for the conduct or any mischief of the labourers engaged by him for the work.
- 4) In the event of loss or misplacement of tokens a penalty as decided by CISF from time-to-time per token will be levied.
- 5) No persons other than those holding tokens or photo-passes shall normally be permitted to enter work site. In case, the contractor desired to bring any other personnel to the work site, he shall obtain permission of security department well in advance through Engineer-in-Charge.

- 6) 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 Departmental premises without proper valid gate pass, which will be issued by the Engineer-in-Charge to the contractor on written request.

It is to be noted that loading of contractor's materials in vehicles and trucks shall be done in the presence of Department personnel and same shall be witnessed by CISF personnel for massive materials like shuttering, pipes, steel reinforcement etc, which can not be individually checked at gate. The contractor's representative will have to escort the materials till the security check is over.

- 7) For working on Sundays, holidays and late hours even though 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.
- 8) It will be the responsibility of the contractor to maintain the list of labourers permitted to work inside the premises in a register and the representative of contractor's labour will have to issue entry pass to each labour after making necessary entry in the registers.
- 9) In addition to the above, other security regulations as may be imposed by the Security authorities / Engineer-in- Charge shall be complied with / observed by the contractor and his labourers.
- 10) The contractor, his agents, representatives, workmen shall strictly observe the orders pertaining to prevailing fire precautions.
- 11) The contractor, his agents, representatives, workmen shall strictly observe the orders pertaining to prevailing fire precautions.

Any breach of above security regulations and rules in force from time to time will be viewed seriously. No claim whatsoever will be entertained by the Department on account of the observation of the Security regulations

30. WATCH & WARD AND LIGHTING

The contractor shall in connection with the works provide and maintain at his 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 others. The contractor shall be responsible for all damages and accidents caused due to negligence in this regard.

It will be the entire responsibility of the contractor to protect the work(s) carried out by them including the fittings, fixtures and other accessories provided by them till the entire work is satisfactorily handed over to the Department /Users.

31. DEPARTMENT'S DRAWINGS, SPECIFICATIONS, PROTO-TYPE ETC.

All drawings, specifications, patterns, samples, models and proto-types furnished to the contractor by the Department are intended to be complementary and to provide for and comprise everything necessary for the completion of work / supply and are the property of the Department. These are not to be used for any work or purpose other than those for which these have been provided and shall be returned to the Department immediately on completion of work / supply in good condition.

32. CONFIDENTIAL INFORMATION

The drawings, specifications, proto-type, samples and such other information furnished to the contractor relating to the supply / work, sub-systems / equipment etc. are to be treated as confidential which shall be held by the contractor in confidence and shall not be divulged to any third party without the prior written consent of the Department. The contractor, therefore, binds himself, his successors, heirs, executors, administrators, employees and the permitted assignees or such other persons or agents directly or indirectly concerned with the work / supply to the confidential nature of the drawings, specifications, proto-type samples etc. It is a further condition of the contract that the contractor shall not, without prior written permission from the Department, transmit, transfer, exchange, gift or communicate any such confidential information, and also the component, sub assembly, products, by-products etc. pursuant to the fabrication under taken by the contractor, to any third party.

- a) **Patents and Patent Rights Indemnification** : All specifications, drawings, patents and such other relevant information furnished to the contractor by the Department shall be the property of the Department. If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are effected by the contractor, such changes shall not affect the title to the property of the Department and all the information, specifications, drawings etc. including the improvement / modifications, effected by the contractor shall continue to be the property of the Department. The Department shall also have the absolute right to assign, transfer, sublet, use and transmit all such information and details to the Department's consultants, agents and collaborators and the contractor shall not have any claim or rights whatsoever in respect of the Department's drawings, specifications, patents, prototypes etc. even where improvement, refinement, modifications etc. were effected by the contractor.
- b) **Endorsement to be made by the Contractor on Fabrication Drawings for the protection of Departments Interest** : "This design / drawing is the property of the Department of Atomic Energy and it must be returned with the tender / quotation or upon delivery of the materials / equipment and must not be used except with the permission of the owner".

33. EMPLOYMENT OF SAFETY PERSONNELS

The contractor shall provide all necessary superintendence for observation of safety during execution of the work and all along thereafter as may be necessary for proper observance of safety measures as mentioned in the Safety Code and Safety with Scaffolds in this document, under Section 40-B of the Factories Act, 1948 and Rule 43 of the Atomic Energy (Factories) Rules, 1996

The contractor shall immediately after receiving letter of award of 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 Safety Officers / Safety Supervisor to be in charge of the safety at site. Minimum Qualification of Safety Officer is Degree in Industrial Safety /Degree in Engineering with Diploma in Industrial Safety and for Safety Supervisor is Diploma in Engineering with Diploma in Industrial Safety or 6 years experience in the field of Safety. Such Safety Officers / Safety Supervisor shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before commencement of work

If the Engineer-in-Charge is convinced that no such Safety Officers / Safety Supervisor 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" for Graduate Engineer / Diploma Engineer and the decision of the Engineer-in- shall be final and binding on the contractor.

Further, if the contractor fails to appoint suitable Safety Officers / Safety Supervisor and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other Safety Officers / Safety Supervisor is / are appointed and the contractor shall be held responsible for the delay so caused to the work.

The contractor shall provide all the Personal Protective Equipments, Barricading Materials, and Warning Signals etc. at his own cost for observance of safety at site.

34. STATEMENT OF MEN, MATERIAL & MACHINERY EMPLOYMENT AND CASH FLOW

The tenderer shall furnish along with his tender the details about the minimum deployment of manpower, machinery and cash flow he proposes for this work in the prescribed proforma as per Annexure-IX as per the period of completion indicated in the tender.

35. BANK GUARANTEE BOND

On acceptance of the tender, if the contractor desires to give a Bank Guarantee Bond in lieu of performance guarantee stipulated in the tender, the contractor should note that the same shall be given in the form as shown in **Annexure ‘IV’**.

It may please be noted that before a bank guarantee in the prescribed form towards performance guarantee can be accepted, the contractors shall furnish an affidavit duly sworn in before a first class magistrate on a non-judicial stamp paper, as required, in the enclosed proforma at **Annexure ‘V’**.

36. 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.

37. CARE OF WORK

From the commencement to the completion of works, the contractor shall take full 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 shall 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 conformity in every respect with the requirements of the contract and the Engineer-in-Charge’s instructions.

38. 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/State Statute Ordinance or other law or any Regulation or Bye-law of any local or other duly constituted authority in relation to the execution of the works or of any temporary works by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way of works or any temporary works.

All quarry fees, royalties, octroi duties including town duty and ground rent for stacking material, 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 authorities. The assistance of NFC shall in such cases be restricted only to be extent of issue of a certificate that materials so imported have

become the property of Government in NFC. The contractor shall be entitled to such refunds whenever so obtained and should take this into account while quoting his item rate in the tender.

- b) The contractor shall confirm in all respects with the provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the work or to any temporary works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Department indemnified against all penalties and liability of every kind for breach of such statute, ordinance or law, regulation or bye-law.

39. 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 work 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.

40. 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.

41. SCHEDULE OF QUANTITIES

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

42. 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 which shall not be unreasonably withheld.

43. 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 constructional 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 insured 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 back to the Department.

44. CONTRACTOR'S MACHINERY, PLANT AND 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 works.

45. Supply of construction drawings will be phased by the Department to suit the time schedule enclosed hereinafter. In case of delay in the supply of drawings, the contractor will be eligible for suitable extension of time only, in the event such a delay in the opinion of the Engineer-in-Charge, whose decision shall be final, has affected the progress.

46. 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.

47. No photograph of the works or plant within the premises shall be taken without the prior approval of the Engineer-in-Charge.

48. The contractor may be allowed to carry out work in shifts with the prior approval of the Engineer-in-Charge.

49. NFC Policy – Quality, Environment and Occupational Health & Safety Policy**I. We manufacture and supply**

Fuel assemblies, core structural components and sub-assemblies for nuclear power reactors

Stainless steel/special alloy seamless tubes and high purity materials for various industries.

II. We are committed to

Quality requirements of customers,

Prevention of pollution

Provide health safe and conducive working environment to employees

Comply with the applicable statutory requirements

We strive to continually improve Quality, Environment and Occupational Health & Safety performance through technological & administrative measures and by enhancing awareness among employees.

The tenderers may bear the above special clauses in mind while working out their rates for submitting Tenders.

SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6 m (12 ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 $\frac{1}{2}$ ") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. Excavation and Trenching – All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5 ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5 ft.) of the edges of the trench or half of the depth of the trench whichever is more.

Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

7. Demolition – Before any demolition work is commenced and also during the progress of the work,
 - i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the 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 equipment shall invariably be provided.
 - i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
 - iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
 - iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :-
 - a) Entry for workers into the line shall not be allowed except under supervision of the Assistant Engineer or any other higher officer.
 - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - c) Before entry presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.

- d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
- e) Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
- m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

- p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken :-
- a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.
 - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
9. The contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :
- i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
 - iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - v) Overall shall be worn by working painters during the whole of working period.
 - vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of NFC/DAE.
 - viii) NFC/DAE may require, when necessary medical examination of workers.
 - ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :-
- i) a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's 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, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
13. All scaffolds ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

14. Personnel trained in fire safety shall always be available on the site. Flammable materials should be stored away from the source of ignition such as generators, welding sets and electrical distribution boxes.
15. 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.
16. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
17. 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.

SAFETY WITH SCAFFOLDINGS

INTRODUCTION

Following paragraphs deals with the safety regulations and precautions to be followed in the construction use, maintenance, etc. of scaffolds. This will serve as a guide to users of scaffolds in the construction and maintenance operations.

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.

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 REQUIREMENTS

- 1.1 Every scaffold 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 No wooden ladder or scaffoldings should be used in the work
- 2.2 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 30 cm. 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.

- 2.3 All lumber 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 durability.
- 2.4 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.

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

3. PLATFORMS, RAILINGS AND TEE-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 50 mm 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 to scaffold at intervals of not more than 2.4M (see figure – 1).
- 3.3 The width of the scaffolds should be such as to provide a clear walkway 50 cm. wide. If part 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 sidewalks 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 or scaffold. This requirement does not apply to swinging scaffolds or those with convenient access from adjacent floors (see figure – 2).

Means of access may be a portable ladder, fixed ladder, ramp or it may be a stairway. The use of cross braces or frame work 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 of not more than 10 cm to facilitate the movement of barrows.

5. OVERHEAD PROTECTION

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. Care must be taken to avoid accumulating of small objects, 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 to work on scaffolds during a 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 lines securely fastened from above should be provided for each person working on a swinging scaffold. Safety belts should be tied to the life lines (See figure – 3).

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

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 PARTICULAR HAZARDS

- 9.1 Care should be taken to see that no uninsulated electric wire exists within 3M. of the working platform, stairways, etc. of the scaffold.
- 9.2 While carrying bars, rods or pipes of any conducting material 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 thoroughfare 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 underground cables and equipment. This is especially important when parts of scaffolds for other fasteners have to be driven in the ground.

Any breach of above security regulations and rules in force from time to time will be viewed seriously.

* * *

MODEL RULES

FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY NFC OR ITS CONTRACTORS

1. APPLICATION

These rules shall apply to all building and construction works in charge of NFC 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 in connection with construction work on any day during the period during which the contract work is in progress.

3. FIRST AID FACILITIES

- i) At every work place these shall be provided and maintained, so as to be easily accessible during working hours, first aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- ii) The first aid box shall be distinctly marked with a red cross on white background and shall contain the following equipment, namely :
 - a) For work places in which the number of contract labour employed does not exceed 50.

Each first aid box shall contain the following equipment :

- 1) 6 small sterilised dressings.
- 2) 3 medium size sterilised dressings.
- 3) 3 large size sterilised dressings.
- 4) 3 large size sterilised burn dressings.
- 5) 1 (30 ml) bottle containing a two per cent alcoholic solution of iodine.
- 6) 1 (30 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
- 7) 1 snake bite lancet.
- 8) 1 (30 grams) bottle of potassium permanganate crystals.
- 9) 1 pair scissors

- 10) 1 copy of the first-aid leaf-let issued by the Director General, factory advice service and Labour Institute, Government of India.
- 11) 1 bottle containing 100 tablets (each of 5 grams) of aspirin.
- 12) Ointment for burns.
- 13) A bottle of suitable surgical antiseptic solution.

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

Each first aid box shall contain the following equipment :

- 1) 12 small sterilised dressings.
 - 2) 6 medium size sterilised dressings.
 - 3) 6 large size sterilised dressings.
 - 4) 6 large size sterilised burn dressings.
 - 5) 6 (15 grams) packets sterilised cotton wool.
 - 6) 1 (60 ml) bottle containing a two per cent alcoholic solution iodine.
 - 7) 1 (60 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 - 8) 1 roll of adhesive plaster.
 - 9) 1 snake bite lancet.
 - 10) 1 (30 grams) bottle of potassium permanganate crystals.
 - 11) 1 pair scissors.
 - 12) 1 copy of the first-aid leaf let issued by the Director General, Factory Advice Service and Labour Institute, Government of India.
 - 13) A bottle containing 100 tablets (each of 5 grams) of aspirin.
 - 14) Ointment for burns
 - 15) A bottle of suitable surgical antiseptic solution.
- iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- iv) Nothing except the prescribed contents shall be kept in the first aid box.
- v) The first aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

- vi) A person in charge of the first aid box shall be a person trained in first aid treatment, in work places where the number of contract labour employed is 150 or more.
- vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance of the works, first aid posts shall be established and run by the trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to convey injured person or persons suddenly taken ill to the nearest hospital.

4. DRINKING WATER

- i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- ii) Where drinking water is obtained from an intermittent public water supply each work place shall be provided with storage where such drinking water shall be stored.
- iii) Every water supply 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 waterproof.
- iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES

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

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, upto the first 100, and one for every 50 thereafter.

- ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- iii) Construction of latrines: the inside walls shall be constructed of masonry or some suitable heat-resisting non absorbent materials and shall be cement washed inside and outside at least once a year. Latrines shall not be of a standard low than bore-hole system.
- iv) a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal a notice in a language understood by majority of the workers 'for men only' or 'for women only' as the case may be.
b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- v) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time. Provided that where the number of male or female workmen, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 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 of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm layer of waste or refuse and then covering it with a layer of earth for a fortnight (When it will turn into manure).
- ix) The contractor shall, at his own expenses, carryout all instructions issued to him by the Engineer-in-Charge to effect proper disposal of 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 males and the other two for the rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sft.) per head.

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

8. CRECHES :

- i) At every work place, at which 20 or more women 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 room and sufficient number of cots and beddings in the bed room..
- iv) The contractor shall provide one Dai to look after the children in the crech when the number of women workers does not exceed 50 and two Dais when the number of women workers exceed 50.
- v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS :

- i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- ii) The canteen shall be maintained by the contractor in an efficient manner.
- iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year. Provided that the wall 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 arrangements shall be made for the collection and disposal of garbages.
- ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.

- x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre per diner to be accommodated as prescribed in sub-Rule 9.
- xi) a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers, in proportion to their number.
b) Washing places for women shall be separate and screened to secure privacy.
- xii) Sufficient tables, stools, chairs or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- xiii)
 - a) 1) There shall be provided and maintained sufficient utensils, crockery, furniture and any other equipments necessary for the efficient running of the canteen.
2) The furniture, utensils and other 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 materials.
3) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.
- xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit', 'No loss' and shall be conspicuously displayed in the canteen.
- xvi) In arriving at the price of foodstuffs, and other articles served in the canteen, the following items shall not be taken into consideration as expenditure, namely ;
 - a) The rent of land and building ;
 - b) The depreciation and maintenance charges for the building and 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 in 12 months by registered accountants and auditors.

10. ANTI-MALARIA PRECAUTIONS

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

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

12. AMENDMENTS

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

CONTRACTOR'S LABOUR REGULATIONS (CLR)

1. SHORT TITLE

These regulations may be called the DAE/NFC Contractors Labour Regulations.

2. DEFINITIONS

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

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

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

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

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

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

3.

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

iii)

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

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

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

5. PAYMENT OF WAGES

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

- vi) Wages due to every worker shall be paid to him direct or to other person authorised by him in this behalf.
- vii) All wages shall be paid in current coin or currency or in both.
- viii) Wages shall be paid without any deduction of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgment.
- x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Assistant Engineer or any other authorised representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
- xi) The contractor shall obtain from the Assistant Engineer 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 whereby the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account where such damage or loss is directly attributable to his neglect or default.
 - d) Deduction for recovery of advances or for adjustment of 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 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 in **Appendix – 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 any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- v) No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days from the date on which it was imposed.
- vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. LABOUR RECORDS :

- i) The contractor shall maintain a 'Register of persons employed' on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (**Appendix B to CLR**).
- ii) The contractor shall maintain a 'Muster Roll' register in respect of all workmen employed by him on the work under contract in Form XVI of the CL (R&A) Rules 1971 (**Appendix C to CLR**)
- iii) The contractor shall maintain a 'Wage Register' in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (**Appendix D to CLR**)
- iv) Register of accidents – the contractor shall maintain a Register of Accidents in such form as may be convenient at the work place but the same shall include the following particulars :
 - a) Full particulars of the labourers who met with accident.
 - b) Rate of wages.
 - c) Sex.
 - d) Age.
 - e) Nature of accident and cause of accident.
 - f) Time and date of accident.
 - g) Date and time when admitted in Hospital.
 - h) Date of discharge from the Hospital.
 - i) Period of treatment and result of treatment.

- j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - k) Claim required to be paid under Workmen's Compensation Act.
 - l) Date of payment of compensation.
 - m) Amount paid with details of the persons 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 (**Appendix H to CLR**).

The contractor shall display in a good condition and in a conspicuous place of work the approved list of Acts and Omissions for which fines can be imposed (**Appendix I to CLR**)

- vi) Register of Deductions – The contractor shall maintain a 'Register of deductions' for damage or loss in Form XX of the CL (R&A) Rules 1971 (**Appendix J to CLR**)
- vii) Register of Advances – The contractor shall maintain a 'Register of Advances' – in form XXII of the CL (R&A) Rule 1971 (**Appendix K to CLR**)
- viii) The contractor shall maintain a 'Register of Overtime' in Form XXIII of the CL (R&A) Rules 1971 (**Appendix L to CLR**)

8. ATTENDANCE-CARD-CUM-WAGE SLIP :

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

9. EMPLOYMENT CARD :

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

10. SERVICE CERTIFICATES :

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

11. PRESERVATION OF LABOUR RECORDS :

All records required to be maintained under Regulations Nos. 7 and 8 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or any other Officers authorised by the Department of Atomic Energy in this behalf.

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

The Labour officers or any other person authorised by Central Government on their behalf shall have power to make inquiries with a view to ascertaining and enforcing due and proper observance of the Fair Wage Clauses and the Provision of their 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 persons 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, actual payment to labourers will be made by the Engineer-in-Charge after the Chief Engineer, CED has given his decision on such appeal.

- (i) The Executive Engineer shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the Superintending 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, CED concerned within 30 days from the date of decision forwarding simultaneously a copy of this 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 workmen shall be entitled to be represented in any investigation or enquiry under these regulations by –
 - a) An officer of a registered trade union of which he is a member.
 - b) An officer of a federation of trade unions referred to in clause (a) is affiliated.
 - c) Where the employee is not a member of any registered trade union, by an officer of a registered 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 employers to which association referred to in Clause (a) is affiliated.
 - c) Where the employer is not a member of any association of employers, by an officer of association of employer connected with or by any other employer, engaged in the industry in which employer is engaged.
- iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

16. INSPECTION OF BOOKS AND SLIPS :

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the labour officer or any other person, 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 on any question as to the application, interpretation or effect of those regulations that decision of the Chief Engineer, CED concerned in that behalf shall be final.

Appendix-I To CLR

REGISTER OF MATERNITY BENEFITS

(Clause 19) (F)

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

<u>Leave pay paid to the Employee</u>				
<u>In case of delivery</u>		<u>In case of miscarriage</u>		Remarks
Rate of Leave pay	Amount paid	Rate of Leave pay	Amount paid	
11	12	13	14	15

Appendix-II To CLR

Specimen form of the Register, regarding maternity benefit
Admissible to the contractor's labour in
Nuclear Fuel Complex

Name of the work :

Name 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/dismissed, 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 the payment :
14. Signature of the contractor authenticating entries in the register :
15. Remarks column for the use of Inspecting Officer :

Appendix A To CLR

LABOUR BOARD

Name of work :

Name of Contractor :

Address of Contractor :

Name and address of NFC :

Name of Central Labour Officer :

Name of Labour Enforcement Officer :

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 :

FORM XIII
(See Rule 75)

REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR

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 and Surname of workman	Age and sex	Father's/Husband's name	Nature of Employment design.	Permanent home address of the workman (Village, Tehsil, Tq. & Dist.)	Local Address	Date of Commencement of employment	Signature or thumb impression of the workman	Date if termination of employment	Reasons for termination	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)

Signature of Tenderer with Stamp

FORM XVI

[See Rule 78(2) (a)]

MUSTER ROLL

a) 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	
(1)	(2)	(3)	(4)	(5)					(6)

FORM XVII
[See Rule 78(2) (a)]

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 _____

Wage period : Monthly / Fortnightly Amount of wages earned : _____

Sl. No.	Name of work man	Sl.No. in the register of workman	Design./ Nature of work done	No. of days worked.	Units of work done	Daily rate of wages/ piece rate	Basic wages	D.A.	O.T.	Other cash payments (nature of payment to be indicated)	Total	Deducti ons if any (indicat e nature	Net amount paid	Sign./ thumb impres sion of work- man	Initial of Contract or or his represent ative
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)

Signature of Tenderer with Stamp

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 _____

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: _____
 Initials _____

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

Signature

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

Appendix E To CLR

(Reverse)

FORM XIX

[See Rule 78 (2) (b)]

WAGE SLIP

Name and address of contractor _____

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

Nature and location of work _____

For the week / fortnight / month ending _____

1)Number of days worked _____

2)Number 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

Appendix F To CLR

FORM XIV
(See Rule 76)

EMPLOYMENT CARD

Name and address of contractor _____

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

Name and address of Principal
Employer _____

1) Name of the Workman _____

2) Sl.No. in the register of workman
employed _____

3) Nature of employment/Design _____

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

5) Wage period _____

6) Tenure of employment _____

7) Remarks _____

Signature of Contractor

FORM XV
(See Rule 77)]

SERVICE CERTIFICATE

Name 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 workman

Name and address of Principal Employer

Age or date of birth

Identification Marks

Father's / 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)

Signature of Tenderer with Stamp

FORM XII
[See Rule 78 (2) (d)]

REGISTER OF FINES

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	Father's / Husband's name	Design/ Nature of employment	Act / Omission for which fine imposed	Date of offence	Whether workman showed cause against fine	Name of person in whose presence employee's explanation was heard	Wage period and wages payable	Amount of fine imposed	Date on which fine realised	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)

Signature of Tenderer with Stamp

Appendix I To CLR**LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED**

In accordance with rule 7 (v) of the NFC 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 NFC/DAE.
- 3) Taking or giving bribes or any illegal gratifications.
- 4) Habitual late attendance.
- 5) Drunkenness, fighting, riotous or disorderly or indifferent behaviour.
- 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 NFC/DAE 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) Unauthorised use of employer's property of manufacture or making of unauthorised 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 unauthorised divulgence of business efforts of the employer.
- 19) Collection of canvassing for the collection of any money within the premises of an establishment unless authorised by the employer.
- 20) Holding meeting inside the premises without previous sanction of the employers.
- 21) Threatening or intimidating any workman or employer during the working hours within the premises.

FORM XX
[See Rule 78 (2) (d)]

REGISTER OF DEDUCTIONS FOR DAMAGE OR LOSS

b) 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	Father's / Husband's name	Design/ Nature of employment	Particulars of damage or loss	Date of damage or loss	Whether workman showed cause against deduction	Name of person in whose presence employee's explanation was heard	Amount of deduction imposed	No. of instalments	Date of recovery		Remarks
										First instalment	Last instalment	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)

FORM XXII

Signature of Tenderer with Stamp

[See Rule 78 (2) (d)]

REGISTER OF ADVANCES

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	Father's / Husband's name	Design/ Nature of employment	Wage period and wages payable	Date & amount of advance given	Purpose(s) for which advance made	No. of instalments by which advance to be repaid	Date & amount of each instalment repaid	Date on which last instalment was repaid	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)

Signature of Tenderer with Stamp

FORM XXIII
[See Rule 78 (2) (e)]

REGISTER OF OVERTIME

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	Father's / Husband's name	Sex	Design/ Nature of employment	Dates on which overtime worked	Total overtime worked or production in case of piece rated	Normal rate of wages	Overtime rate of wages	Rate on which overtime wages paid	Overtime earnings	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)

Signature of Tenderer with Stamp

Annexure – I To SCC**FORM OF REQUISITION FOR SUPPLY OF ENERGY**

To :

Sir,

I/We require power supply at 415 V, 3 phase 4 wire for our installation at the following location for a period of _____ years/months.

Location of Project : _____

1. The installation shall be executed by the following Electricity contractor :

Name of the Contractor _____

Licence No. & Grade _____

2. The details of the proposed layout are as follows :

Description : H.P./KW Type of Single Phase starting or 3 phase

Meters (i)
(ii)
(iii)
Other Plants

Lighting layouts

Lights at office, stores, etc.

Ceiling fans

Heaters

Socket 5A x S.ph.

Socket 15A x S.ph.

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 (wire, type of pole to be used, etc.). in case of underground cables – type and number of joints. We shall be providing the earthing layout as follows :

- a) Type of earth electrode : Plate / pipe coiled earth
- b) Materials : Copper/G.I.
- c) No. of electrodes & location :
- d) Min. size of earth conductor on :
OH layout and 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 or 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 onset 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 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 guidelines for temporary supply of Department and agree to abide by them.

Signature of the Contractor

Annexure - II To SCC**TEMPORARY POWER SUPPLY – DETAILS AND TEST REPORTS
TO BE FURNISHED**

Ref.No. _____ Date : _____

Name of the Contractor : _____

Address : _____

Name of the Licenced : _____

Electrical Contractor/Supervisor _____

I/We hereby certify that the installation detailed below has been installed by me/us and tested 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 _____

I. Particulars of works :

A) Internal electrical installation :

	No.	Total 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.			

B) OTHERS

	Description	H.P./KW	Type of starting	Single phase/3 phase
a)	Motors	i)		
		ii)		
		iii)		
b)	Other plants			

C) If the work involves installation of overhead line and/or underground cable :

a) i) Type and description of overhead line
 ii) Total length and No. of spans

b) i) Total length of underground cable and its size
 ii) No. of joints
 End joint
 Tee joint
 St. Through joint

NOTE : All outdoor lines should be of doubly insulated lines and wires should conform IS 3035

II. Earthing :

- i) Description of earthing electrode
 - ii) No. of earth electrodes
 - iii) Size of main earth lead
- i) Main control switch _____ Amps _____ Volts _____ PH _____ N
- ii) Energy meter details Sr.No. _____ Make _____
 _____ Ph _____ wire
 (_____ 230 V)
 (_____ 250 V)
 _____ Rev/Kwh
 Initial reading on the Meter _____
 on _____
- iii) Meter test Certificate attached : YES / NO
 - iv) Test results
 - a) Insulation Resistance
 - i) Insulation resistance of the whole system of conductors to earth _____ megohms.

ii) Insulation resistance between the phase conductor and neutral

Between Phase R and neutral _____ megohms

Between Phase Y and neutral _____ megohms

Between Phase B and neutral _____ megohms

iii) Insulation resistance between the phase conductors in case of polyphase supply

Between Phase R and Phase Y _____ megohms

Between Phase Y and Phase B _____ megohms

Between Phase B and Phase R _____ megohms

iv) Insulation resistance of motors/other plants

Sl.No.	Equipment	Capacity	I.R.	Test results

b) Earth continuity test

Maximum resistance between any point in the earth continuity conductor including metal conduits and main earthing load _____ Ohms.

c) Earth electrode resistance

Resistance of each earth electrode

i. _____ ohms.

ii. _____ ohms.

iii. _____ ohms.

iv. _____ ohms.

d) Name and signature of Licensed wireman who will operate and maintain Contractor's installation :

License No. _____

**Signature of Electrical,
Supervisor/Contractor
License No. & Class**

**Signature of the Contractor
Name and address**

Annexure - III To SCC**FORM OF BANK GUARANTEE BOND FOR EARNEST MONEY DEPOSIT
(E.M.D.)**

In consideration of the President of India (hereinafter called “the Government”) having agreed under the “Notice Inviting Tender and tender documents” (hereinafter called “the said tender documents”), between Pay & Accounts Officer, Nuclear Fuel Complex, Hyderabad and M/s. _____ (hereinafter called “the said Contractor(s)”), for the tendered work _____ under (hereinafter called “the said work”) having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only), as a Earnest Money / guarantee from the Contractor(s) for compliance of his obligations in accordance with the said tender documents.

1. We, _____ (hereinafter referred to as “the Bank”)

(indicate the name of the Bank)

hereby undertake to pay to the Government an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the Government.

2. We, _____ (indicate the name of the Bank) do hereby

(indicate the name of the Bank)

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 valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ further agree that the guarantee

(indicate the name of the Bank)

herein contained shall remain in full force and effect during the period that would be taken for the due fulfilment of the said tender documents and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said tender documents 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 tender documents have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, _____ further agree with the Government
(indicate the name of the Bank)

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 tender documents or to extend time of tender validity 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 tender documents and we shall not be relieved from our liability by reason of any such extension given by the said Contractor(s) or for any forbearance, act or 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, _____ lastly undertake not to revoke this guarantee
(indicate the name of the Bank)

except with the previous consent of the Government in writing.

8. This Guarantee shall be valid upto _____, unless extended on demand. Notwithstanding any thing 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).

Annexure - IV To SCC**FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND**

(To be furnished on a Stamp Paper of requisite value as per Indian Stamp Act)

NOTE : In case the contractor chooses to furnish performance guarantee by way of Bank Guarantee (BG), the Contractor may advise the bankers that they must send a copy of the BG directly to the Superintending Engineer (Civil) confirming issuance of BG.

BANK GUARANTEE BOND

In consideration of the President of India (hereinafter called 'The Government') having agreed under the terms and conditions of an Agreement No. _____ dated _____ made between _____ and _____ (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') here by undertake to pay to the Government an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the Government.

2. We _____ do hereby

(indicate the name of the Bank)

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 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 the 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 certified 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 the 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 or 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, _____ lastly

(indicate the name of the Bank)

undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This Guarantee shall be valid upto _____ unless extended on demand by Government. Notwithstanding any thing 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.

Dated the _____ day of _____ 20____
for _____
(indicate the name of the Bank)

Annexure - V To SCC

(To be furnished on a Stamp Paper of requisite value as per Indian Stamp Act)

NOTE : This affidavit is to be given by the executants before a first class Magistrate.

AFFIDAVIT

I/We have submitted a performance bank guarantee for the work _____

(Name of work)

Agreement No. _____ dated _____ from
_____ to the Superintending Engineer _____

(Name of the Bank with full address)

(Name of the Division)

This performance bank guarantee expires on _____.

I/We undertake to keep the validity of the performance bank guarantee intact by getting it extended from time to time at my/our own initiative upto a period of two months after the recorded date of completion of the work by competent authority or as directed by the Engineer-in-Charge.

I/We also indemnify the Government against any losses arising out of non-encashment of the bank guarantee, if any.

Signature of the Contractor

Annexure - VI To SCC

NOTE : Guarantee to be executed by the Contractor(s) for removal of defects after completion in respect of waterproofing works.

(To be executed on stamp paper of Rupees Ten denomination)

This agreement made this _____ day of _____ Two thousand and _____ between M/s./Shri _____ (herein after called the Guarantor of the one part) and the PRESIDENT OF INDIA (herein after called the Government of the other part).

WHEREAS THIS agreement is supplementary to a contract agreement No. _____ /NFC_____ dated _____ (hereinafter called the Contract) and made between the GUARANTOR OF THE ONE part and the GOVERNMENT on the other part, whereby the Contractor, inter alia, undertook to render the structures in the said contract cited completely water and leak-proof.

AND WHEREAS 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 completion of the maintenance period as prescribed in the said contract.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely water and leak proof and the minimum life of such water proofing treatment shall be _____ years to be reckoned from the date of completion of the maintenance period prescribed in the said contract.

Provided that the guarantor will not be responsible for leakage caused by earthquakes or structural defects or misuse of roof or alteration and for such purpose.

- a) misuse of roof shall mean any operation which will damage roofing treatments such as line chopping of fire wood and things of similar nature which might cause damage to the roof.
- b) alteration shall mean construction of an additional storey on a part of the roof or construction adjoining to existing roof whereby roofing treatment is removed in parts.
- c) the decision of the Engineer-in-Charge with regard to cause of leakage shall be final.

During this period of this guarantee, the Guarantor shall make good all defects and in case of any defect being found, render the building water and leak-proof to the full satisfaction of the Engineer-in-Charge at his (Guarantor's) 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 Government through other agencies at the GUARANTOR's cost and risk. The decision of the Engineer-in-Charge as to the cost payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the water proofing or commits breach thereunder then and 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 supplemental 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 Messrs/Shri _____ and by** _____

(Indicate the name of the contractor)

and for and on behalf of the PRESIDENT OF INDIA on the day, month and year first above written.

Signed, sealed, delivered _____
by (OBLIGATOR) _____

In the presence of :

i) Shri

ii) Shri

SIGNED FOR AND ON BEHALF OF THE
PRESIDENT OF INDIA BY

In the presence of :

i) Shri

ii) Shri

** Name of the person who is signing for the contractor(s)

Annexure - VII To SCC

NOTE : Guarantee to be executed by the Contractor(s) for removal of defects after completion in respect of corrosion resistant treatment.

(To be executed on stamp paper of Rupees Ten denomination)

This agreement made this _____ day of _____ Two thousand and _____ between M/s./Shri _____ (herein after called the Guarantor of the one part) and the PRESIDENT OF INDIA (herein after called the Government of the other part).

WHEREAS THIS agreement is supplementary to a contract agreement No. _____ (hereinafter called the Contract) and made between the GUARANTOR OF THE ONE part and the GOVERNMENT on the other part, whereby the Contractor, inter alia, undertook to provide _____ at Nuclear Fuel Complex, Hyderabad as envisaged in the scope of work entrusted to them.

AND WHEREAS THE GUARANTOR agreed to give a guarantee for trouble free performance of _____ at Nuclear Fuel Complex by the GUARANTOR for a period of 12 (twelve) months from the date of satisfactory completion of the work against corrosion due to against defective material and faulty workmanship.

NOW THE GUARANTOR hereby guarantees that the work of _____ at NFC, Hyderabad carried out by the Guarantor shall render trouble free performance with regard to corrosion protection qualities and sound behaviour of the materials used against the specified duties and workmanship as laid down in the contract for a minimum period of 12 (twelve) months from the date of completion of the work.

Provided that the guarantor will not be responsible for defects which may become apparent due to structural failure, mechanical shock or impact. The decision of the Engineer-in-Charge with regard to cause of defect shall be final.

During this period of this guarantee, the Guarantor shall make good all defects and in case of any defect being found, shall rectify the defects to the full satisfaction of the Engineer-in-Charge at his (Guarantor's) own cost and shall commence the work for such rectification within ten 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 Government through other agencies 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 rectifications to corrosion protection work or commits breach thereunder then and 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 supplemental 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 Messrs/Shri _____ and by** _____

(Indicate the name of the contractor)

and for and on behalf of the PRESIDENT OF INDIA on the day, month and year first above written.

Signed, sealed, delivered
by (OBLIGATOR)

Shri _____
for _____

In the presence of :

i) Shri

ii) Shri

SIGNED FOR AND ON BEHALF OF THE
PRESIDENT OF INDIA BY

In the presence of :

i) Shri

ii) Shri

** Name of the person who is signing for the contractor(s)

Annexure - VIII To SCC

**Department of Atomic Energy
NUCLEAR FULE COMPLEX
Civil Engineering Division**

FORM OF INDENTURE FOR SECURED ADVANCES

(Referred in Clause: 10(B) of the conditions of Contract)

This INDENTURE made the _____ day of _____ 20 ____
BETWEEN _____ (hereinafter
called the Contractor which expression shall, where the context so admits or implies, be
deemed to include his executors, administrator and assigns) of the one part and The
President of India (hereinafter called the President of India 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 to execute the work of

AND WHEREAS the contractor has applied to the President of India that he may be
allowed advances on the security of materials absolutely belonging to him and brought by
him to the Site of the works the 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 of India has agreed to advances, to the contractor the sum of Rs.
_____ (Rupees _____ only).

on the security of materials, the quantities and other particulars of which are detailed in
part II of Running Account Bills for the said work signed by the contractor _____ and
the President of India has reserved to himself the option of making any further advance or
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 Rupees.

on or before the execution of these presents paid to the Contractor by the President of
India (the receipt whereof the contractor both hereby acknowledge) and of such further
advances (if any) as may be made to him as aforesaid the Contractor both hereby covenant
and agree with the President of India and declares as follows :

1. That the said sum of Rupees

so advanced by the President of India 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 expediting the execution of the said works and for no other purpose whatsoever.

2. That the materials detailed in the said Running Account Bill which have been offered to and accepted by the President of India 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 receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor indemnifies the President of India 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 and all other materials on the security of which any further advance or advances may hereafter 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 directions of the Engineer-in-Charge of the works and in 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 protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of said works in the contractor's custody and on his own responsibility and shall at all times be opened to inspection by the Engineer-in-Charge or any officer authorised by him.

In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof, the contractor shall forthwith replace the same with other materials of like quality or repair and make good the same as required by the Engineer-in-Charge.

5. That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Engineer-in-Charge or any officer authorised by him on that behalf.
6. That the advances shall be repayable in full when or before the contractor receives payment from the President of India 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 then on the occasion of each such payment the President of India will be at liberty to make a recovery from the Contractor's bill for such payment by deducting therefrom the value of the said materials then actually used in the construction inclusive of wastage, if any, and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of 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 that may still be owing to the President of India shall immediately on the happening of such default be repayable by the Contractor to the President of India together with interest thereon at eighteen per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the President of India in or for the recovery thereof or the enforcement of this security or otherwise by reason of default of the contractor and the contractor hereby covenants and agrees with the President of India 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 of the said sum of Rupees _____ 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 hereinbefore contained shall become enforceable and the money owing shall not be paid in accordance therewith the President of India may at any time thereafter adopt all or any of following courses as he may deem 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 presents 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 of India 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 sums aforesaid repayable or payable to the President of India under these presents and pay over the surplus (if any) to the Contractor.
 - c) Deduct all or any part of the moneys 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 advance 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 in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Chief Engineer (C) whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

In witness whereof the said _____ and _____ by the order and under the direction of the President of India have hereunto set their respective hands the day and year first above written.

Signed, sealed and delivered by

Shri _____

For the said contractor
in the presence of

Signature : _____

Witness Name : _____

Address : _____

Signed by Shri _____

by the order and direction of the
President of India in the presence of

Signature : _____

Witness Name : _____

Address : _____

Annexure - IX To SCC**STATEMENT OF MEN, MATERIAL & MACHINERY
EMPLOYMENT AND CASH FLOW**

NAME OF THE TENDERER _____

DATE OF COMPLETION _____ MONTHS

Sl.No.	Description		Manpower / Machinery		Cash Flow	
			Possess	Proposed to Deploy	Month	Amount in %
1.	Have you visited the site ?		Yes/No		1 st	
2.	Man Power	a) Masons			2 nd	
		b) Carpenter			3 rd	
		c) Labour			4 th	
					5 th	
3.	Technical Staff	a) Graduate Engineers			6 th	
		b) Diploma Engineers			7 th	
		c) Supervisors			8 th	
					9 th	
4.	Machinery	a) Concrete Mixers			10 th	
		b) Vibrators			11 th	
		c) Dewatering Pumps			12 th	
		d) Hoists			11 th	
		e) JCB/POCLAIN				
		f) Steel props (covering area)			13 th	
		g) Shuttering Plate (M ²)			14 th	
		h) Shuttering plywood (M ²)			15 th	
		i) Trucks/Dumpers			16 th	
		j) Scaffolding materials (covering area in SQM)			17 th	
	k) Compressors			18 th		
	l) Mechanical Rammer			Total	100%	

IT IS NOTED THAT THE ABOVE DEPLOYMENT IS MINIMUM. AFTER DETAILED PROGRAMMING AND ACTUAL CONDITION AT SITE ADDITIONAL DEPLOYMENT SHALL BE DONE AS NECESSARY FOR COMPLETION OF THE WORK WITHIN THE STIPULATED TIME PERIOD.

Signature of the Tenderer
Seal and date

Signature of Tenderer with Stamp

Annexure - X To SCC

(Format for getting payment of bills through Electronic Mode)

To,
The Pay & Accounts Officer.
 Nuclear Fuel Complex,
 ECIL P.O. Hyderabad – 500 062.

Sub: Bank Details for Payment through Electronic Mode

Sir,

It is requested that our payment may please be arranged through Electronic Mode. The details of bank are as under:

1. **IFSC CODE**

2. **NEFTCODE**

Note: In case beneficiary's bank is State Bank of India (any branch in India) IFSC Code & NEFT Code may not be mentioned.

3. **Account No.**

Full Account No. for payment to be made through Electronic Mode.

4. Account Type CURRENT A/C / CASH CREDIT A/C (13)

5. **MICR NO.**

Note: 1st three digit & last 3 digit of MICR No. should not be zero.

6. Name of Bank:.....

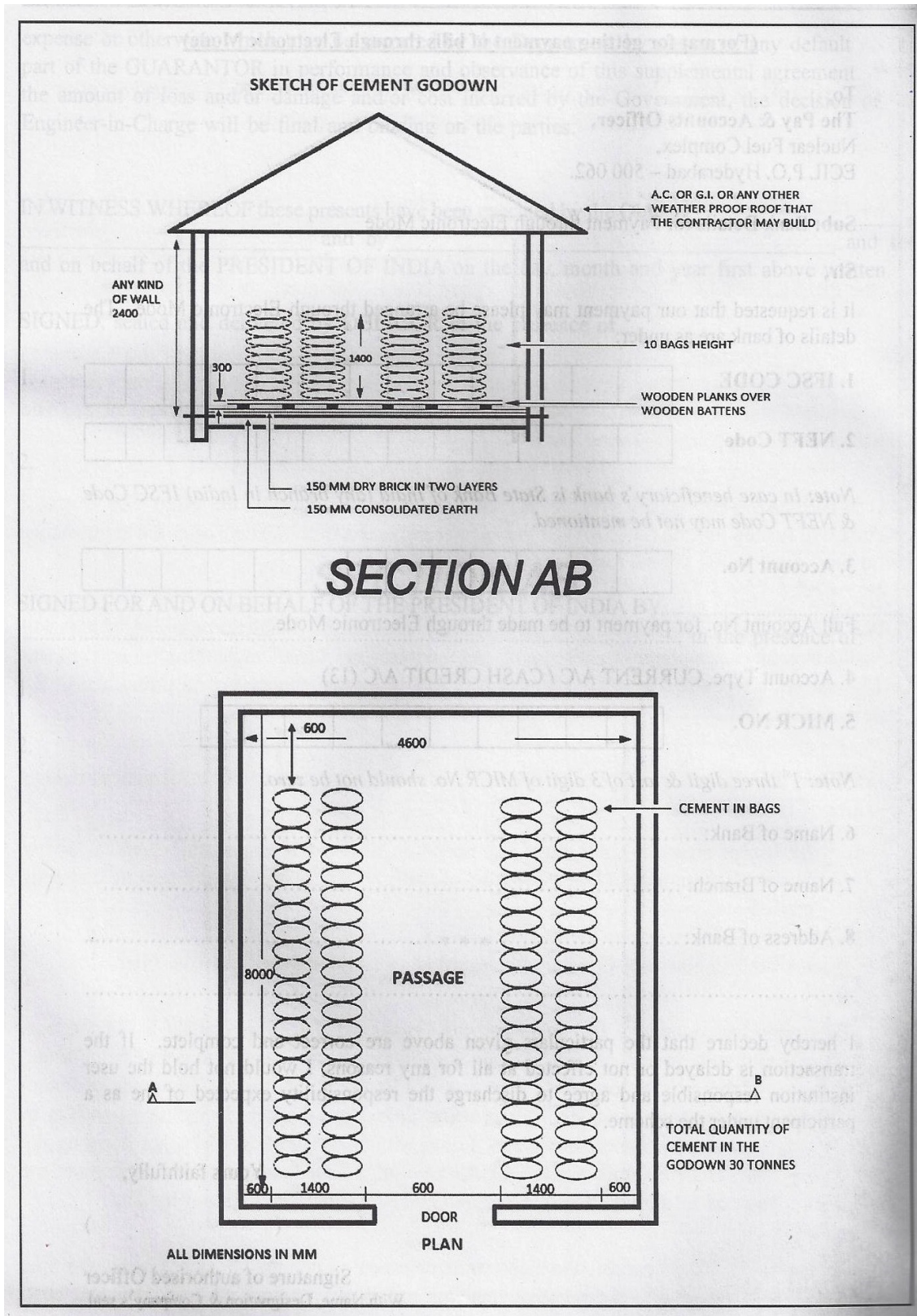
7. Name of Branch:.....

8. Address of Bank:.....

9. Contact No. & E-mail Address:.....

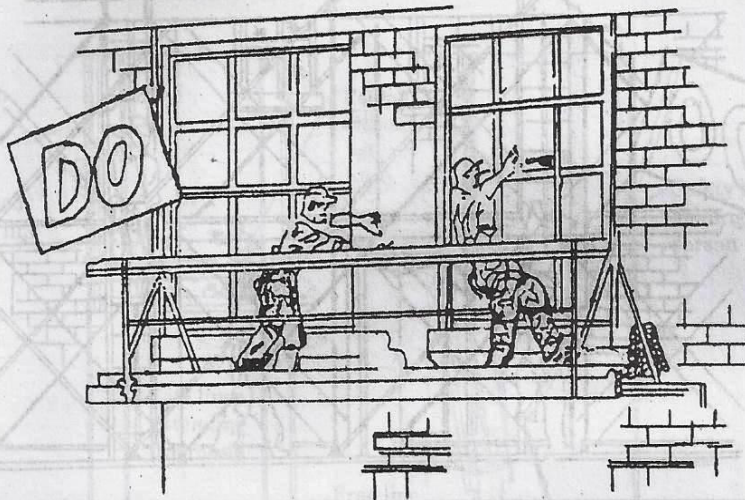
I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for any reasons, I would not hold the user institution responsible and agree to discharge the responsibility expected of me as a participant under the scheme.

Yours faithfully,
 ()
 Signature of authorized Officer
 With Name, Designation & Company's seal



● GUARD RAILS ●

THE REAR ON OUTER SIDE OF THE SCAFFOLD SHOULD BE PROVIDED WITH A SUBSTANTIAL GUARD RAIL OF STANDARD CONSTRUCTION



PERSONS SHOULD NOT BE ALLOWED TO WORK ON SCAFFOLDS WHERE THE EDGES ARE UNGUARDED. A SLIGHT SLIP WILL RESULT IN SERIOUS INJURY OR EVEN DEATH

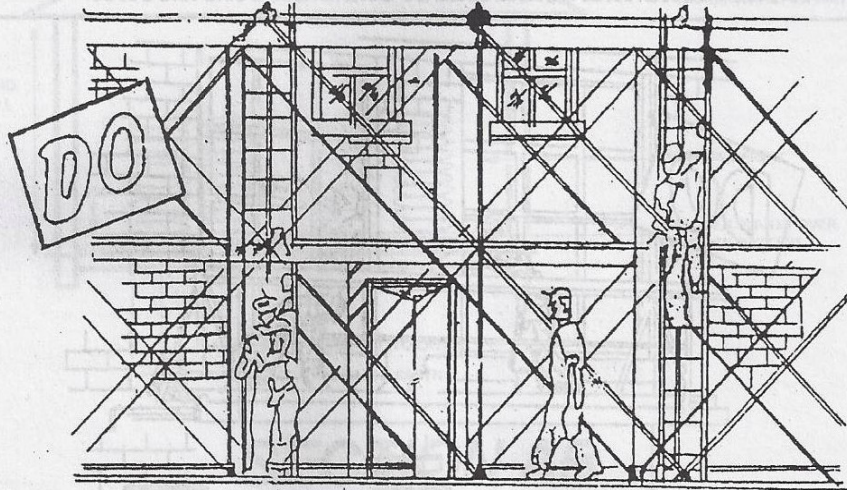


FIGURE - 1

FROM INDUSTRIAL SAFETY CHARTS - US DEPT. OF LABOUR

● ACCESS ●

A SAFE CONVENIENT MEANS OF ACCESS SHOULD BE PROVIDED TO THE SCAFFOLD



THE USE OF CROSS BRACES OR FRAME WORK AS MEANS OF ACCESS TO THE WORKING SURFACE SHOULD NOT BE PERMITTED

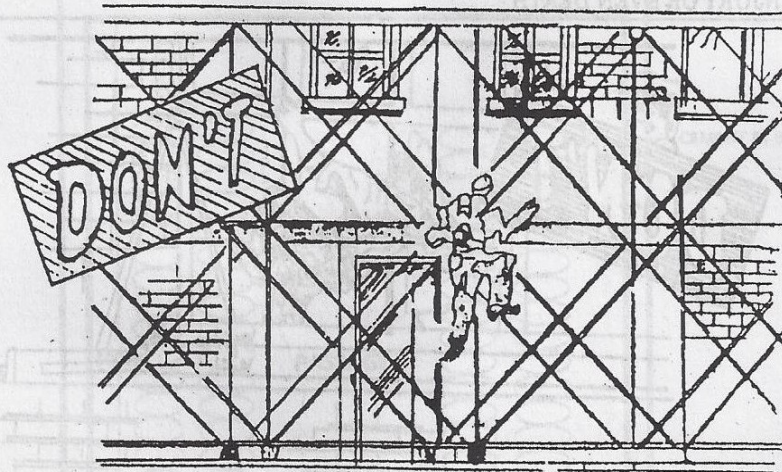


FIGURE — 2

FROM INDUSTRIAL SAFETY CHARTS - US DEPT. OF LABOUR

