GENERAL CONDITIONS OF CONTRACT FOR WORKS
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, (notwithstanding 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 delay in procuring the Bank 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 schedule bank/ Banker’s Cheque of any schedule bank / Demand Draft of any scheduled/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 10,000/-) or Government Securities or Fixed Deposit Receipt or Guarantee Bonds of any scheduled bank or the 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 IGMC&RI 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 IGMC&RI to make good the deficit.

ii) The contractor shall pay an additional Performance Guarantee to 50% of the difference between the quoted amount and estimate, if the quoted tender is less than 5% to the estimate cost put to tender. Failure to furnish the additional performance guarantee over and above the normal performance guarantee of 5% within 15 days from the date of receipt of acceptance letter, shall entitle cancellation of award and forfeiture of EMD furnished. The contractor shall also furnish an undertaking to the effect that he agrees to pay the additional performance guarantee of specified amount and in case if he is not able to complete the work within the period of completion as mentioned in the agreement he is agreeable to the forfeiture of entire performance guarantee paid by him.

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

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

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

b) Failure by the contractor to pay IGMC&RI 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.

v) In the event of the contract being determined or rescinded under provisions of any of the Clause / Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the IGMC&RI.

**CLAUSE 1A**

**Recovery of Security Deposit**

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit IGMC&RI at the time of making any payment to him for work done under the contract to deduct a sum, at the rate of 10% 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. Such deductions will be made and held by IGMC&RI 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 IGMC&RI as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused there by shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the IGMC&RI to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from or paid by the sale of sufficient part of his Security Deposit or from the interest arising therefrom, or from any sums which may
be due to or may become due to the Contractor by IGMC&RI of any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the Contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-charge, 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 in cash at the time of tenders will be treated a part of the Security Deposit.

Note-1: Government papers tendered as security will be taken at 5% (five percent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer 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: Note1 & 2 above shall be applicable for both clause 1 and 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 IGMC&RI on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer (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 @ 1.5% per month of delay for delay of work 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 or 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 IGMC&RI / PWD Puducherry / CPWD. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-schedule 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 makeup for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

**CLAUSE 2A**

**Incentive for early completion**

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

**CLAUSE 3**

**When Contract Can be Determined**

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

i) If the Contractor having been given by 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 unworkmanlike manner shall omit to comply with the requirements of such notice for a period of seven days thereafter.
ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

iii) If the contractor has, without reasonable cause, suspended the progress of the work or has 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.

iv) 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.

v) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and 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.

vi) If the Contractor commits any acts mentioned in Clause 21 hereof: -

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

When the Contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-charge on behalf of the IGMC&RI shall have powers:

a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the Contractor under the hand of the Engineer-in-charge shall be conclusive evidence). Upon such determination or rescission, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of IGMC&RI.
b) After giving notice to the Contractor to measure up the work of the Contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another Contractor to complete the work. The contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

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

**CLAUSE 3A**

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

**CLAUSE 4**

**Contractor liable to pay compensation even if action not taken under Clause 3**

In any case in which any of the powers conferred upon the Engineer-in-charge by Clause 3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected. In the event of the Engineer-in-charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the Contractor, take possession of (or at 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 the current market rates to be certified by the Engineer-in-charge whose certificate thereof shall be final, and binding on the Contractor, clerk of the works, foreman or other authorised agent to remove such tools, plant, materials or store 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 expense 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 letter of acceptance or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, IGMC&RI shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

5.1 As soon as possible after the Contract is concluded the Contractor shall submit a Time and Progress Chart for each milestone and get it approved by the society. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completions 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 IGMC&RI to supply, or

vii) non-availability or break down of tools and Plant to be supplied or supplied by IGMC&RI, or

viii) any other cause which, in the absolute discretion of the authority mentioned in Schedule 'F' is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the 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 milestones 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 authority mentioned in Schedule 'F' may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge 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 Society 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 in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorised 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 measurement without such notice having being 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 society 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**

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

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

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

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorised representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.
The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or 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 Computerised 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 authorised 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
Advance

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

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to 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.

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

**CLAUSE 8A**

**Contractor to Keep Site Clean**

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

**CLAUSE 8B**

**Completion Plans to be Submitted by the Contractor**

The Contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I Internal) 1972 and (Part-II External) 1974 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 Superintending Engineer concerned, IGMC&RI and in this respect the decision of the
Superintending Engineer, IGMC&RI 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 Asstt Engineer, complete with account of materials issued by the Society and dismantled materials.

i) If the tendered value of work is up to Rs.5 lakhs: 3months

ii) If the tendered value of work exceeds Rs.5 lakhs: 6months

**CLAUSE 9A**

**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 societies or recognised financial institution 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 Cooperative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by IGMC&RI or his signature on the bill or other claim preferred against IGMC&RI before settlement by the Engineer-in-charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognised financial institutions. While the receipt given by such banks, registered financial co-operative or thrift societies or recognised financial institution 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 societies or recognized financial institutions. Nothing herein contained shall operate to create in favour of the bank, registered financial co-operative or thrift societies or recognised financial institution any rights or equities vis-a-vis the IGMC&RI.
CLAUSE 10

Materials Supplied by IGMC&RI

Materials which IGMC&RI 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 atleast 7 days in advance of his requirement.

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

The Contractor shall submit alongwith 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. Not withstanding anything to the contrary contained in any other clause of the contract and (or the CPWA Code) all stores/materials so supplied to the Contractor or procured with the assistance of the IGMC&RI shall remain the absolute property of IGMC&RI 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 IGMC&RI 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 IGMC&RI 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 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 materials remaining unused and in perfectly good/original condition at the time of completion or determination of the contract shall be returned to the Engineer-in-Charge at the stores from which it was issued or at a place directed by him by a notice in writing. The Contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue.
CLAUSE 10A

**Materials to be Provided by the Contractor**

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

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.

**CLAUSE 10B**

**Secured Advance on Non-Perishable Materials**

i) The Contractor on signing an indenture in the form to be specified by the Engineer-in-charge shall be entitled to be paid during the progress of the execution of the work upto 90% of the assessed value of any materials which are in the opinion of the Engineer-in-charge non-perishable, 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.

**Mobilisation Advance**

ii) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the Contractor in writing within one month of the order to commence the work. In such a case the Contractor shall execute a Bank Guarantee Bond from a Scheduled Nationalised Bank as specified by the Engineer-in-Charge for the full amount of such advance is released. Such advance shall be in two or more installments to be determined by the Engineer-in-Charge at his absolute 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 utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.
Plant Machinery & Shutter Material
Advance

Mobilisation advance shall be admissible only for works where estimated cost put to tender is rupees two crores & above.

iii) An advance for plant, machinery & shuttering material required for the work and brought to site by the Contractor may be given if requested by the Contractor in writing within one month of bringing such plant and machinery to site.

Such advance shall be given on such plant and machinery which in the opinion of the Engineer-in-Charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% of the tendered value. In the case of new plant and equipment to be purchased for the work the advance shall be restricted to 90% of the price of such new plant and equipment paid by the Contractor for which the Contractor shall produce evidence satisfactory to the Engineer-in-Charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer-in-Charge. The Contractor shall, if so required by the Engineer-in-Charge, submit the statement of value of such old plant and equipment duly approved by a Registered Valuer 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. The 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 IGMC&RI 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 formwork 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 insurer will be borne by the Contractor.

Interest & Recovery

iv) The mobilisation advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 10 percent 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 percent 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 request by the Contractor in writing for grant of mobilisation 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 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 10C

Payment on Account of Increase in prices/wages due to Statutory Order(s)

If after submission of the tender, the price of any material incorporated in the works (not being a material supplied from the Engineer-in-charge's store in accordance with clause 10 thereof) and/or wages of labour increases as a direct result of the coming into
force of any fresh law, or statutory rule or order (but not due to any changes in sales tax) and such increase in the price and/or wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions if any for the work, and the Contractor thereupon necessarily and properly pays in respect of that material (incorporated in the works) such increased price and/or in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of the work in question.

If after submission of the tender, the price of any material incorporated in the works (not being a material supplied from the Engineer-in-charge's store in accordance with clause 10 thereof) and/or wages of labour 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 in sales tax) and such decrease in the price and/or wages prevailing at the time of receipt of the Tender for the work, IGMC&RI shall in respect of materials incorporated in the works (not being materials supplied from the Engineer-in-charge's stores in accordance with clause 10 hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the Contractor such amount as shall be equivalent to the difference between the prices of materials and/or wages as they prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. The Contractor shall, for the purpose of this conditions, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorised representative of IGMC&RI, and further shall, at the request of the Engineer-in-charge may require any documents so kept and such other information as the Engineer-in-charge may require.

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.
### CLAUSE 10CA

**Payment due to Increase/decrease In prices of Cement and steel Reinforcement bars After receipt of tender**

If after submission of the tender, the price of cement and/or steel reinforcement bars incorporated in the works (not being a material supplied from the Engineer-in-Charge’s stores in accordance with Clause 10 thereof) increase(s) beyond the price(s) prevailing at the time of the last stipulated date for receipt of tender (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of work in question.

If after submission of the tender, the price of cement and/or steel reinforcement bars incorporated in the works (not being a material stipulated from the Engineer-in-Charge’s stores in accordance with the Clause 10 thereof) is decreased, IGMC&RI shall in respect of these materials incorporated in the works (not being materials supplied from the Engineer-in-Charge’s stores in accordance with Clause 10 thereof) be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the price of Cement and/or Steel reinforcement bars as prevailed at the time of last stipulated date for receipt of tenders including extensions if any for the work and the prices of these materials on the coming into force of such base price of cement and/or steel reinforcement bars issued under authority of Director General (Works) CPWD.

The increase/decrease in price shall be determined by the All India Wholesale Price indices for Cement and Steel (bars and rods) as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and base price for cement and/or steel reinforcement bars as issued under authority of Director General (Works), CPWD as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration.

The amount of the contract shall accordingly be varied for cement and/or steel reinforcement bars and will be worked out as per the formula given below:-

a) Adjustment for component of ‘Cement’

\[
V_c = \frac{P_c \times Q_c \times (C_I - C_{I_0})}{C_{I_0}}
\]

where,

<table>
<thead>
<tr>
<th>Formula</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CI – CI₀</td>
<td>Change in index</td>
</tr>
<tr>
<td>Vc</td>
<td>Component value calculated</td>
</tr>
<tr>
<td>Pc</td>
<td>Price of Cement</td>
</tr>
<tr>
<td>Qc</td>
<td>Quantity of Cement</td>
</tr>
<tr>
<td>CI₀</td>
<td>Base price for Cement</td>
</tr>
</tbody>
</table>

85
\[ V_c = \text{Variation in cement cost i.e. increase or decrease in the amount in rupees to be paid or recovered.} \]

\[ P_c = \text{Base price of cement as issued under authority of DG (W), CPWD valid at the time of the last stipulated date of receipt of tender including extensions, if any.} \]

\[ Q_c = \text{Quantity of cement used in the works since previous bill.} \]

\[ C_{I0} = \text{All India Wholesale Price Index for cement as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date or receipt of tenders including extensions, if any.} \]

\[ C_I = \text{All India Wholesale Price Index for cement for period under consideration as published by Economic advisor to Government of India, Ministry of Industry and Commerce.} \]

b) Adjustment for component of ‘Steel’

\[ V_s = Ps \times Qs \times \frac{SI - SI_0}{SI_0} \]

where,

\[ V_s = \text{Variation in cost of steel reinforcement bars i.e. increase or decrease in the amount in rupees to be paid or recovered.} \]

\[ Ps = \text{Base Price of steel reinforcement bars, as issued under authority of DG (W), CPWD at the time of the last stipulated date of receipt of tender including extensions, if any.} \]

\[ Qs = \text{Quantity of steel paid either by way of secured advance or used in the works since previous bill (whichever is earlier).} \]

\[ SI_0 = \text{All India Wholesale Price Index for Steel (bars & rods) for the period under consideration as published by economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.} \]
SI = All India Wholesale Price Index for Steel (bars & rods) for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

Provided always that provisions of the preceding Clause 10C shall not be applicable in respect of Cement and/or Steel reinforcement bars.

**CLAUSE 10 (CC)**

<table>
<thead>
<tr>
<th>Payment due to Increase/Decrease in Prices/Wages after Receipt of Tender for Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>If the prices of materials (not being materials supplied or services rendered at fixed prices by the IGMC&amp;RI in accordance with Clauses 10 and 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 shall be available only for the work done during the stipulated period of the contract. No escalation shall be paid for work executed. In extended contract period even if extension of time is granted without any action under clause 2 and also no such compensation shall be payable for a work for which the stipulated period of completion is equal to 18 months or less then 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:</td>
</tr>
</tbody>
</table>

i) The base date for working out such escalation shall be the last stipulated date of receipt of tender including extensions, if any.

ii) The cost of work on which 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 fresh paid in this quarter: (D)
e) Full assessed value of secured advance 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 paid as per clause 12 based on prevailing market rates during this quarter:
   Then, \( M = C + F + I - J \)
   \( N = 0.85M \) \( \quad \) (J)

k) Less cost of material supplied by the Society as per clause 10 and recovered during the quarter: (K)

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

Cost of work for which escalation is applicable:
\( W = N - (K + L) \)

iii) Components of cement, steel, materials, labour, POL, etc. shall be predetermined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule E. The decision of the Engineer-in-charge in working out such percentage shall be binding on the Contractor.

iv) The compensation for escalation for cement, steel, materials and POL, shall be worked out as per the formula given below:

\[ V_c = \frac{X_c}{100} \times \frac{C_l - C_{l_o}}{C_{l_o}} \]

\( V_c = \) Variation in cement 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.

\( X_c = \) Component of cement expressed as percent of the total value of work.

\( C_l = \) All India wholesale price index for cement as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce.

\( C_{l_o} = \) All India wholesale price index for cement as published by the Economic Advisor to Govt. of India, Ministry of Industry and Commerce as valid...
on the last stipulated date of receipt of tenders including extensions, if any.

(b) Adjustment for component of ‘Steel’

\[
Vs = \frac{W \times (Xs \times SI - SI_o)}{100} \\
Vs = \text{Variation in steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.}
\]

\[
W = \text{Cost of work done worked out as indicated in sub-para (ii) of Clause 10CC.}
\]

\[
Xs = \text{Component of steel expressed in a percent to the total value of work.}
\]

\[
SI = \text{All India Wholesale Price index for steel (bars & rods) for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry & Commerce. However, the Price Index shall be limited to}
\]

i) for the month when the last consignment of steel reinforcement for the work is procured or

ii) for the month in which half of the stipulated contract period is over which ever of these two is earlier.

\[
SI_o = \text{All India Wholesale Price Index for steel (bars & rods) published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce as valid on the last stipulated date of receipt of tender including extension, if any}
\]

(c) Adjustment for civil component (except cement and steel) / electrical component of construction ‘Materials’

\[
Vm = \frac{W \times (Xm \times MI - MI_o)}{100} \\
Vm = \text{Variation in materials cost i.e. increase or decrease in the amount in rupees to be paid or recovered.}
\]

\[
W = \text{Cost of work done worked out as indicated in sub-para (ii) of Clause 10CC.}
\]

\[
Xm = \text{Component of ‘materials’ expressed as percent of the total value of work.}
\]
MI = All India Wholesale Price Index for civil component / electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for individual Commodities / Group items for the period under consideration as published by the Economic Advisor to Govt. of India, Ministry of Industry and Commerce and applying weight ages to the individual Commodities / Group items.

MIo = All India Wholesale Price Index for civil component / electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for individual Commodities / Group items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weight ages to the individual Commodities / Group items.

*Note: relevant component only will be applicable

(d) Adjustment for component of ‘POL’

\[ V_F = W \times \frac{Z}{100} \times \frac{F_I - F_{I_o}}{F_{I_o}} \]

\[ V_F = \text{Variation in cost of Fuel, Oil and Lubricant i.e. increase or decrease in the amount in rupees to be paid or recovered.} \]

\[ W = \text{Cost of work done worked out as indicated in sub-para (ii) of Clause 10CC.} \]

\[ Z = \text{Component of Fuel, Oil & Lubricant expressed as a percent of total value of work} \]

\[ F_I = \text{All India Wholesale Price Index for Fuel, Oil & Lubricants for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce, New Delhi.} \]

\[ F_{I_o} = \text{All India Wholesale Price Index for Fuel, Oil & Lubricants valid on the last stipulated date of receipt of tender including extension, if any.} \]

v) The following principles shall be followed while working out the indices mentioned in Para (iv) above.
(a) The compensation for escalation shall be worked out at
quarterly intervals and shall be with respect to the cost
of work done as per bills paid during the three calendar
months of the said quarter. The first such payment
shall be made at the end of three months after the
month (excluding) 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:

\[
V_L = \frac{Y \times LI - LI_o}{100 \times LI_o}
\]

Where:
- \(V_L\): 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.
- \(LI_o\): Minimum daily wage in rupee 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 extensions, if any.
- \(LI\): Minimum wages 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.

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 wage notified by Govt. 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 POL is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters.

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

viii) In the event the price of materials and/or wages of labour required for execution of the work decreases, 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 material 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 then the time as specified in Schedule ‘F’.

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

ix) Provided always that the provision of the preceding clause 10C and 10CA shall not be applicable for contracts where provisions of this clause are applicable but in cases where provision of this clause are not applicable, the provisions of clause 10C and 10CA will become applicable.
CLAUSE 10 D

Dismantled Material

The Contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc., as IGMC&RI property and such materials shall be disposed off to the best advantage of IGMC&RI 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 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 designs, drawings and instructions in writing in respect of the work signed by the Engineer-in-charge and the Contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the Standard Specification of Central Public Works Department specified in schedule F or in any Bureau of Indian Standard or any other published Standard or code or, Schedule of rates or any other printed publication referred to elsewhere in the contract.

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

CLAUSE 12

Deviations/ Variations Extent and Pricing

The Engineer-in-charge shall have power (i) to make alteration in, omissions from, additions to, or sub situations 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 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 In the case of extra item(s) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the 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, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid para.

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

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

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in Schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities the Engineer-in-charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the Contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.
12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the 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 months of occurrence of excess and after taking into consideration any reply received from him within fifteen days of receipt of the notice revise the rates for the work in question within one months of 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 upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the Contractor shall be deemed to have waived his right. However, the Superintending Engineer, IGMC&RI 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: -

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

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

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

iv) 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 filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.
Clause 13

Clause 13
Foreclosure of Contract due to Abandonment or Reduction in scope of Work

If at any time after acceptance of the tender the IGMC&RI 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 utilised on the work to the full extent in view of the foreclosure:

i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.

ii) IGMC&RI 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, IGMC&RI 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 IGMC&RI 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 IGMC&RI are rendered surplus, the same except normal wastage shall be returned by the Contractor to IGMC&RI 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 IGMC&RI stores, if so required by IGMC&RI, 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 IGMC&RI 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 IGMC&RI from the Contractor under the terms of the contract.

**CLAUSE 14**

**Cancellation of Contract in full or Part**

If Contractor:

i) at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge; or

ii) Commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or

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

iv) Shall offer or give or agree to give to any person in IGMC&RI 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 acting relation to the obtaining or execution of this or any other contract for IGMC&RI or

v) Shall enter into a contract with IGMC&RI in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/Engineer-in-Charge; or
vi) Shall obtain a contract with IGMC&RI as a result of wrong tendering or other non-bonafide methods of competitive tendering; or

vii) Being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than 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; or

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

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

x) Assigns, transfers, sublets (engagement of labour on a piecework 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 Accepting Authority;

The Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to IGMC&RI, by a notice in writing to cancel the contract as a whole or only such items of work in default from the Contract.

The Engineer-in-Charge shall on such cancellation by the Accepting Authority have power to:

(a) Take possession of the site and any materials, constructional plant, implements stores, etc., thereon; and/or

(b) Carry out the incomplete work by any means at the risk and cost of the Contractor.

On cancellation of the contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of the works
or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by IGMC&RI. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work and use of plants and machinery belonging to the Contractor.

Any excess expenditure incurred or to be incurred by IGMC&RI in completing the works or part of the works or the excess loss or damages suffered or may be suffered by IGMC&RI as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to IGMC&RI in law be recovered from any moneys due to the Contractor on any account, and if such moneys are not sufficient the Contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

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

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

**CLAUSE 15**

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<thead>
<tr>
<th>Suspension of Work</th>
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<td>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.</td>
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<tr>
<td>a) On account of any default on the part of the Contractor or;</td>
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99
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 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 Contractors submit his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reasons (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-charge of the said notice, to proceed with the work or part thereof in regard to which progress 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 IGMC&RI or where it affects whole of the works, as an abandonment of the works by IGMC&RI, 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 IGMC&RI, 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 IGMC&RI for the loss suffered by him on account of delay by IGMC&RI 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 IGMC&RI.

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 IGMC&RI and of the Chief Technical Examiner’s Office, and the Contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

If it shall appear to the Engineer-in-Charge or his authorised subordinates incharge of the work or to the Chief Engineer in charge of Quality Control or his subordinate officers 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 six months 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 may
consider reasonable during the preparation of on account bills or
final bill if the item is so acceptable without detriment to the
safety and utility of the item and the structure or he may reject
the work outright without any payment and/or get it and other
connected and incidental items rectified, or removed and re-
executed at the risk and cost of the Contractor. Decision of the
Engineer-in-Charge to be conveyed in writing in respect of the
same will be final and binding on the Contractor.

**CLAUSE 17**

**Contractor 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 work costing Rs. 10,00,000/- and
below except road work) after a certificate final or otherwise of
its completion shall have been given by the Engineer-in-Charge
as aforesaid arising out of defect or improper materials or
workmanship the Contractor shall upon receipt of a notice in
writing on that behalf make the same good at his own expense or
in default the Engineer-in-Charge cause the same to be made
good by other workmen and deduct the expense from any sums
that may be due or at any time thereafter may become due to the
Contractor, or from his security deposit or the proceeds of sale
thereof or of a sufficient portion thereof. The security deposit of
the Contractor shall not be refunded before the expiry of twelve
months (six months in the case of work costing Rs. Ten lacs and
below except road work) after the issue of the certificate final or
otherwise, of completion of work, or till the final bill has been
prepared and passed whichever is later. Provided that in the case
of road work if in the opinion of the Engineer-in-Charge, half of
the security deposit is sufficient, to meet all 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 Maintenance and Operation works of E&M Services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month the date of completion of the maintenance contract which ever 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), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work 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 therefore to and from the work. The Contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by Engineer-in-charge at the expense of the Contractor and the expense may be deducted, from any money due to the Contractor, under this contract otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

CLAUSE 18 A

Recovery of Compensation paid to Workmen In every case in which by virtue of the provisions sub-section (1) of section 12, of the workmen's compensation Act, 1923, IGMC&RI is obliged to pay compensation to a workman employed by the Contractor, in execution of the works, IGMC&RI will recover from the Contractor the amount of the compensation so paid; and, without prejudice to the rights of the IGMC&RI under sub-section (2) of section 12, of the said Act, IGMC&RI 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 IGMC&RI to the Contractor whether under this contract or otherwise. IGMC&RI 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 IGMC&RI full security for all costs for which
**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, IGMC&RI is obliged to pay any amount 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 CPWD 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 IGMC&RI Contractors; IGMC&RI 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 IGMC&RI under sub-section (2) section 20, and sub-section (4) section 21, of the Contract Labour (Regulation and Abolition) Act, 1970. IGMC&RI 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 IGMC&RI to the Contractor whether under this contract or otherwise. IGMC&RI shall not be bound to contest any claim made against it under sub-section (1) section 20, and sub-section (4) section 21, of the said Act, except on the written request of the Contractor and upon his giving to the IGMC&RI full security for all costs for which IGMC&RI might become liable in contesting such claim.

**CLAUSE 19**

**Labour Laws to be Complied by the Contractor**

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

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 C.P.W.D. 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 Central Public Works Department 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 labour 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 the 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, dated 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 not arise.


vi) The Contractor shall indemnify and keep indemnified IGMC&Rl against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. 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 C.P.W.D. 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 IGMC&RI a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the Contractor the amount levied as fine and be binding on the Contractor.

CLAUSE 19 E

In respect of all labour directly or indirectly employed in the works for the performance of the Contractor's part of this contract, the Contractor shall comply with or cause to be complied with all the rules framed by IGMC&RI from time to time for the protection of health and sanitary arrangements for workers employed by the IGMC&RI 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 annexure - I and II and the same shall be kept at the places of work.

CLAUSE 19 G

In the event of the Contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, 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 IGMC&RI 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 C.P.W.D. 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 herein before mentioned at the cost of the Contractor(s). The Contractor(s) shall erect, make and maintain at his/their own expense and to 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 (herein after referred to as the camp) of the following specifications on a suitable plot of land to be approved by 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. (30sq.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 1.50m (6'x5') 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 gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatchoor any other the 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 purposes 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 19 J

It shall be the responsibility of the Contractor to see that the building under construction is not occupied by any body 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, IGMC&RI whose decision shall be final both with regard to the justification and quantum and be binding on the Contractor.

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

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 there under 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 IGMC&RI 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 IGMC&RI shall have power to adopt the course specified in clause 3 hereof in the interest of IGMC&RI and in the event of such course 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 [IGMC&RI] 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 Engineering-in-charge shall be obtained before any change is made in the constitutions of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement whereunder the partnership firm would have the right to carry out the works hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of clause 21 hereof and the same action may be taken, and the same consequences shall ensure as provided in the said clause 21.

CLAUSE 24

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineering-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, designs, drawings and instructions herein 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, IGMC&RI in writing for written instruction or decision. Thereupon, the Superintending Engineer, IGMC&RI 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, IGMC&RI, 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, IGMC&RI, the Contractor may, within 15 days of the receipt of Superintending Engineer, IGMC&RI decision, appeal to the Project Manager, IGMC&RI 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 Project Manager, IGMC&RI shall give his decision within 30 days of receipt of Contractor's appeal. If the Contractor is dissatisfied with this decision, the Contractor shall within a period of 30 days from receipt of the decision, give notice to the Project Manager, IGMC&RI for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Project Manager, IGMC&RI, in charge of the work or if there be no the Project Manager, IGMC&RI, the administrative head of the said Society. 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 Project Manager, IGMC&RI of the appeal.

It is also a term of this contract that no person other than a person appointed by such Project Manager, IGMC&RI, or the administrative head of the Society 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 IGMC&RI shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996), or any statutory modifications or re-enactment thereof and the rules made 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

Contract to Indemnify Govt/ against Patent Rights

The Contractor shall fully indemnify and keep indemnified the IGMC&RI against any action, claim or proceeding relating to infringements 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 articles or part thereof included in the contract. In the event of any claims made under or action brought against the IGMC&RI in respect of any such matters as aforesaid the Contractor shall be immediately be notified thereof.
and the Contractor shall be at liberty at his own expense, to settle any dispute or to conduct any litigation that may rise therefrom. Provided that the Contractor shall not be liable to indemnify the, IGMC&RI 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**

Lumpsum
Provisions in Tender

When the estimate on which a tender is made includes lumpsum 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 lumpsum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the Contractor with regard to any sum or sums payable to him under the provisions of the clause.

**CLAUSE 28**

Action where no Specifications are specified

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian standard specifications. In case there is no such specification in Bureau of Indian standards, the work shall be carried out as per manufacturers specification, 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 against the Contractor, the Engineer-in-charge or IGMC&RI shall be entitled to with hold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the Contractor and for the purpose aforesaid, the Engineer-in-charge or the IGMC&RI shall be entitled to with hold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Engineer-in-charge or the IGMC&RI shall be entitled to with hold and have a lien to retain to the extent of such claimed amount or amounts referred to above, form 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 IGMC&RI 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 IGMC&RI will be kept or retained as such by the Engineer-in-charge or the IGMC&RI till the claim arising out of or under 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 IGMC&RI 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) The IGMC&RI shall have the right to cause an audit and technical examination of the work and the final bills of the Contractor including all supporting vouchers, abstract, etc to be made after the 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 the IGMC&RI to recover the same from him in the manner prescribed in sub-clause (1) of this clause or in any other manner legally permissible; and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such underpayment shall be duly paid by IGMC&RI to the Contractor, without any interest thereon whatsoever.

Provided that the IGMC&RI 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, IGMC&RI 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, IGMC&RI 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 returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-charge or the IGMC&RI or any other contracting person or persons through Engineer-in-charge against any claim of the Engineer-in-charge or the IGMC&RI 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 IGMC&RI 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 IGMC&RI will be kept withheld or retained as such by Engineer-in-charge or the IGMC&RI or till his claim arising out of the same contract or any other contract is either mutually settled or determined, by the arbitration clause or by the competent court, as the case may be and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money with held 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 the 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 IGMC&RI 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 labour and the 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 exception of section 74 of Indian Contract Act, 1872.

**Explanation:** - Controlled area means the following area:

District of Dhanbad, Hazaribagh, Jamtara - a Sub Division under Santhal Pargana Commissionery, District of Bankura, 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 purpose 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 IGMC&RI subject to the following conditions: -

i) The water charges @ 1% shall be recovered on gross amount of the work done.

ii) The Contractor(s) shall make his / their own arrangement of water connection and laying of pipelines from existing main of source of supply.
iii) The IGMC&RI 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 IGMC&RI 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

i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pumps constructed by the IGMC&RI 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 intersect with the normal use for which the hand pumps and wells are intended. He will also be responsible for all 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 the IGMC&RI 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 building, 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 conditions 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 the IGMC&RI either by issue from the IGMC&RI stocks or purchase made under orders or permits or licenses issued by the IGMC&RI 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 IGMC&RI and return, if required by the Engineer-in-charge, all surplus or unserviceable materials that may be left with him after 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 licenses or permit and / or for criminal breach of trust, be liable to the IGMC&RI 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 IGMC&RI, over and above the T&P stipulated for issue, the IGMC&RI 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 Engineer-in-charge 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 IGMC&RI.

iv) The hire charges shall be recovered at the prescribed rates from the and inclusive of the date the plant and machinery
made over upto and inclusive of the date of return in good order even though the same may not have been working for any cause except for major break down due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The Contractor shall immediately intimate in writing to the Engineer-in-charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer-in-charge shall record the date and time of receipt of such intimation in the log sheet of the plant and 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, the 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 Project Manager, 

IGMC&RI 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 society 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 days normal charges on any particular day. For working out hire charges for overtime 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 washout, 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/washout 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 labour and materials etc. On his part, the same will be returned only when they are require 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 IGMC&RI 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 material or area surfacing as noted against each in the annexed statement (see attached annexure)

xi) In the case of concrete mixers, the Contractor 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 of rollers for consolidation are employed by the Contractor himself, Log Books for such rollers shall be maintained in the same manner as is done in case of IGMC&RI society rollers, maximum quantity of any items to be consolidated for each roller day shall be 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 damages caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due
to his failure to return the same soon after the completion of the work for which it was issued. The Engineer-in-Charge, IGMC&RI 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 IGMC&RI 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 IGMC&RI 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 materials

i) The Contractor undertakes to make arrangement for the supervisions 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 stared and shall hypothetic 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 reason other than authorised changes of specification 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 materials returned to the Contractors. Although, the materials are hypothecated to the society, the Contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-charge in writing.

iii) The Contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.
CLAUSE 36

Employment of Technical staff and employees

Contractors Superintendence, Supervision, Technical Staff & Employees

i) The Contractor shall provide all necessary superintendence during execution of the work and all 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(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule ‘F’. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a Principal technical representative(s) and other technical representatives shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site before of start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor.

The Principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during
recording/checking/test checking of measurement 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 shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-charge of the work in similar manner as aforesaid shall be provided in event of absence of any of representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the Contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non refundable) shall be effected from the Contractor as specified in Schedule ‘F’ and the decision of the Engineer-in-Charge as recorded in the site order book and measurements recorded checked/test checked in Measurement Books shall be final and binding on the Contractor. Further if the Contractor fails to appoint a suitable Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the 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.

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 all 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**

1. Sales Tax or any other tax on materials in respect of this contract shall be payable by the Contractor and IGMC&RI shall not entertain any claim whatsoever in this respect.

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

3. If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India 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**

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

2. 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 IGMC&RI and/or the
iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act 1982, 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 shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 40

If relation working in IGMC&RI then the contractor not allowed to tender

The Contractor shall not be permitted to tender for works in the IGMC&RI (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the IGMC&RI or in the Ministry of Urban Development. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of Contractors of IGMC&RI. If however the Contractor is registered in any other department, he shall be debarred from tendering in IGMC&RI for any breach of this condition.

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

CLAUSE 41

No Gazetted Engineer to work as Contractor within two years 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 two years 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 & 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 IGMC&RI for use in the work shall be calculated on the basis and method given hereunder:

a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule ‘F’. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.

b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorised by Engineer-in-Charge, including authorised 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 categories 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 & categoriwise.

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 Superintending Engineer, IGMC&RI 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 IGMC&RI 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 operations the contractor shall when ordered (in writing) by the Engineer-in-charge, remove any debris from the site, collect and properly stack or remove in store all the 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 Executive 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 restoring the material at the rates 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 consequences 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 materials etc., not on the site of 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 Executive 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 form time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer, IGMC&RI 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.
Indira Gandhi Medical College & Research Institute 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 foot holds and handholds shall be provided on the ladder and ladder shall be given and inclination not steeper than to $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).

2. Scaffolding of staging more than 3.6m. (12ft.) above the ground or floor swung or suspended from an overhead support or erected with stationery support shall have a guardrail properly attached or bolted, braced and otherwise secured at least 90cms. (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 platform, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway of the stairway is more than 3.6m. (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 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 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½”) for ladder upto and including 3m (10 feet) 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 material on any of the sites or the work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any 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 1.2m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100 feet) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapsing. The excavated materials shall not be placed within 1.5 m (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

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 materials 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 breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
v) When workers are employed in sewers and manholes, which are in active use the Contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the Contractor shall ensure that the following safety measures are adhered to:-

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

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

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

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

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

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

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

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

i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The 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 atleast 2mts. away from the opening and on the leeward side protected from wind so that they will not be 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 an individual case will be final.

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

a) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

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

9. An additional clause (viii) (i) of Central Public Works Department Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:

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

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

iii) Measure 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) Overalls 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 of suspected lead poisoning shall be notified and shall be subsequently verified by a medical man appointed by the competent authorities of the IGMC&RI.

viii) The IGMC&RI may require, when necessary, medical examination of workers.

ix) Instructions with regard to the 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 provisions 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 confirm to the following standards or conditions.

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

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

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

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

iv) In case of IGMC&RI 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 in verified by the Electrical Engineer concerned.

12. Motors, gearings, 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 workers should not wear any rings, watches, and carry keys or other materials which are good conductors of electricity.

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

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

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

16. Notwithstanding the above clauses from (1) to (15) there is nothing in these to exempt the Contractor from the operations of any other Act or Rule in force in the Republic of India.
MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY
ARRANGEMENTS FOR WORKERS EMPLOYED BY
INDIRA GANDHI MEDICAL COLLEGE & RESEARCH INSTITUTE
OR ITS CONTRACTORS.

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

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

3. FIRST-AID FACILITIES
i) At every work place there shall be provided and maintained, so as to be easily assessable 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 back ground and shall contain the following equipment: -

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

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

1. 6 small sterilised dressings.
2. 3 medium size sterilised dressings.
3. 3 large size sterilised dressings.
4. 3 large sterilised burn dressings.
5. 1 (30ml) bottle containing a two percent alcoholic solution of iodine.
6. 1 (30ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 (30 gms.) bottle of potassium permanganate crystals.
9. 1 pair scissors.
10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.

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

12. Ointment for burns.


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

Each first-aid box shall contain the following equipments.

1. 12 small sterilised dressings.

2. 6 medium size sterilised dressings.

3. 6 large size sterilised dressings.

4. 6 large size sterilised burn dressings.

5. 6 (15 gms.) packets sterilised cotton wool.

6. 1 (60ml.) bottle containing a two percent alcoholic solution of iodine.

7. 1 (60ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.

8. 1 roll of adhesive plaster.

9. 1 snakebite lancet.

10. 1 (30 gms.) bottle of potassium permanganate crystals.

11. 1 pair scissors.

12. 1 copy of the first-aid leaflet issued by the Director General Factories Advice Service and Labour Institutes / Government of India.

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


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 from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.

viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured persons 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 or storage shall be at a distance of not less than 50 feet from any latrines, drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door, which shall be dust and waterproof.

iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.
5. **WASHING FACILITIES**
   i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.

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

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

6. **LATRINES AND URINALS**
   i) Latrines shall be provided in every work place on the following scale, namely:-

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

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

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

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

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

   iv) a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the lab gauge understood by the majority of the workers “For Men only” or “For Women only” as the case may be.

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

   v) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
vi) a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

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

vii) Water shall be provided by means of 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 15cm layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure)

ix) The Contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-charge to effect proper disposal of night soil and other conservancy work in respect of the Contractor’s workmen or employees on the site. The Contractor shall be responsible for payment of any charges, which may be levied by Municipal or Cantonment Authority for execution of such 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 meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 meters (10 ft.) from the floor-level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sft) per head.

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

8. **CRECHES**

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

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

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

9. CANTEENS

i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in the 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 material and inside walls shall be lime washed or colour washed at least once in each year.

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

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

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

viii) Suitable arrangements shall be made for the collection and disposal of garbage.
ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.

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

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

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

xii) Sufficient tables, stools, 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 equipment shall be maintained in a clean and hygienic condition.

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

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

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

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

xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on ‘No Profit, No Loss’ and shall be conspicuously displayed in the canteen.

xvi) In arriving at the price of foodstuffs, and other 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 of equipments provided for the canteen.

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

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

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

12. AMENDMENTS
Society may, from time to time, add to or amend these rules and issue such directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.
Indira Gandhi Medical College And Research Institute Contractor’s Labour Regulations

1. SHORT TITLE

These regulations may be called the IGMC&RI Contractors Labour Regulations.

2. DEFINITIONS

i) **Workman** means any person employed by a IGMC&RI or its Contractor directly or indirectly through a subcontractor with or without the knowledge of the IGMC&RI, 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 managerial or administrative capacity; or

b) Who, being employed in the 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 articles 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 purposes 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 piecework fixed and notified under the provisions of the Minimum Wages Act from time to time.

iii) **Contractors** shall include every person who under takes 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 overtime 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 Wage (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 workers shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

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

4. DISPLAY OF NOTICE REGARDING WAGES ETC.
The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian Languages spoken by the majority of the workers giving the minimum rates of wages fixed under the Minimum Wages Act, the actual wages being paid, the hours of work for which such wages are earned, wages periods, dates of payment of wages and other relevant information as per Appendix – ‘III’.
5. **PAYMENT OF WAGES**

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

ii) No wage period shall exceed one month.

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

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

xi) The contractor shall obtain from the Junior Engineer or any other authorised representative of the Engineer-in-charge as the case may be 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 workman concerned in my presence on...............at .................”

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

(i) The wages of worker shall be paid to him without any deduction of any and except the following.

(a) Fines.

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

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

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

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

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

Note:- An approved list of Acts and Omission for which fines can be imposed is enclosed at 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 installment, or after the expiry of sixty days from the date of which it was imposed.

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

7. LABOUR RECORDS

(i) The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix - IV)

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

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

(iv) Register of 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 accidents.
(b) Rate of Wages.
(c) Sex.
(d) Age.
(e) Nature of accident and cause of accident.
(f) Time and date of accident.
(g) Date and time when admitted in Hospital.
(h) Date of discharge from Hospital.
(i) Period of treatment and result of treatment.
(j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.

(k) Claim required to be paid under Workmen's Compensation Act.
(l) Date of payment of compensation.
(m) Amount paid with details of the person to whom the same was paid.
(n) Authority by whom the compensation was assessed.
(o) Remarks
v) The Contractor shall maintain a **Register of Fines** in the Form XII of the CL (R&A) Rules, 1971 (Appendix XI)

The contractor shall display in a good condition and in conspicuous place of work the approved list of acts and Omissions for which fine can be imposed (Appendix - X)

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

vii) The contractor shall maintain a **Register of Advances** in form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)

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

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 from at (Appendix-VII)

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

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

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

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

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

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

10. **SERVICE CERTIFICATE**
On termination of employment for any reason whatsoever the Contractor shall issue to the workmen whose services have been terminated, a **Service certificate** in Form XV of the CL(R&A) Central Rules, 1971 (Appendix - IX).
11. **PRESERVATION OF LABOUR RECORDS**
All records required to be maintained under Regulations Nos.6&7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer in charge, or Labour Officer or any other Officers authorised by the Ministry of Urban Development in this behalf.

12. **POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY**
The Labour Officer or any other person authorised by the local Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the Fair Wage clauses and the provisions of their Regulations. He shall investigate into any complaint regarding the default made by the Contractor or subcontractor in regard to such provision.

13. **REPORT OF LABOUR OFFICER**
The Labour Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the Contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the Contractor under clause 13 of these regulations, actual payment to labourers will be made by the Executive Engineer, after the Superintending Engineer, IGMC&RI has given his decisions on such appeal.

i) The Executive Engineer shall arrange payment to the Labour concerned within 45 days from the receipt of the report from the labour Office or the Superintending Engineer, IGMC&RI concerned as the case may be.

14. **APPEAL AGAINST THE DECISION OF LABOUR OFFICER**
Any person aggrieved by the decision and recommendation of the Labour Officer or other person so authorised may appeal against such decision to the Superintending Engineer, IGMC&RI concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

15. **PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER**
i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:-

   a) An officer of a registered trade union of which he is a member.
b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.

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

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

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

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

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

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

16. INSPECTION OF BOOKS AND SLIPS
The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after the due notice is received or to the Labour Officer or any other person, authorised by the IGMC&RI 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 or to amend the regulations and on any question as to the application/interpretation or effect of those regulations the decision of the Project Manager, IGMC&RI in that behalf shall be final.
APPENDIX - I

REGISTER OF MATERNITY BENEFITS (Clause 19F)

Name and address of the Contractor .................................................................

Name and location of the work ........................................................................

<table>
<thead>
<tr>
<th>Name of the employee</th>
<th>Father’s/husband’s name</th>
<th>Nature of employment</th>
<th>Period of actual employment</th>
<th>Date on which notice of confinement given</th>
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Date on which maternity leave commenced and ended

<table>
<thead>
<tr>
<th>Date of delivery/miscarriage</th>
<th>In case of delivery</th>
<th>In case of miscarriage</th>
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<td>Commenced</td>
<td>Ended</td>
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Leave pay paid to the employee

<table>
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<tr>
<th>Rate of leave</th>
<th>Amount paid</th>
<th>Rate of leave</th>
<th>Amount paid</th>
<th>Remarks</th>
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APPENDIX - II

SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR IN INDIRA GANDHI MEDICAL COLLEGE AND RESEARCH INSTITUTE WORKS.

Name and address of the Contractor ........................................................................................................

Name and location of the work ....................................................................................................................

1. Name of the woman and her husband’s name.

2. Designation.

3. Date of appointment.

4. Date with months and years in which she is employed.

5. Date of discharge / dismissal, if any.

6. Date of production of certificates in respect of pregnancy.

7. Date on which the woman informs about the expected delivery.

8. Date of delivery/miscarriage/death.


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 mount was paid, the month thereof and the date of payment.

14. Signature of the contractor authenticating entries in the register.

15. Remarks column for the use of Inspecting Officer.
# APPENDIX - III

## LABOUR BOARD

Name of Work: ............................................................................................................

Name of Contractor: ....................................................................................................

Address of Contractor: ................................................................................................

Name and address of IGMC&RI Engineering Cell: ......................................................

Name of IGMC&RI Labour Officer: .............................................................................

Address of IGMC&RI Labour Officer: ........................................................................

Name of Labour Enforcement Officer: ........................................................................

Address of Labour Enforcement Officer

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Category</th>
<th>Minimum wage fixed</th>
<th>Actual wage paid</th>
<th>Number present</th>
<th>Remarks</th>
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Weekly holiday: ........................................................................................................

Wage period: ................................................................................................................

Date of payment of wages: ...........................................................................................

Working hours: ..............................................................................................................

Rest interval: ...............................................................................................................
**APPENDIX - IV**

**FORM - XIII**

(See Rule 75)

Register of Workmen Employed by Contractor

Name and address of contractor:……………………………………………………………………………………………………………………………

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

Nature and location of work:…………………………………………………………………………………………………………………………………………………

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name and Surname of workman</th>
<th>Age and Sex</th>
<th>Father’s/ Husband’s name</th>
<th>Nature of employment /designation</th>
<th>Permanent home address of the workman(village and Tehsil,Taluk and Districts)</th>
<th>Location address</th>
<th>Date of commencement of employment</th>
<th>Signature or thumb impression of the workman</th>
<th>Date of termination of employment</th>
<th>Reason for termination</th>
<th>Remarks</th>
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158
APPENDIX - V

FORM - XVI
(See Rule 78 (2) (a)
Muster Roll

Name and address of contractor:……………………………………………………………………………………………………………………………………

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

Nature and location of work :……………………………………………………………………………………………………………………………………

Name and address of Principal Employer:……………………………………..For the month of fortnight:………………………………………………

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of workman</th>
<th>Sex</th>
<th>Father’s/Husbands name</th>
<th>Dates</th>
<th>Remarks</th>
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**APPENDIX - VI**

**FORM - XVII**
(See rule 78 (2) (a)
Register of Wages

Name and address of contractor:...........................................................................................................................................................................

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

Nature and location of work:...........................................................................................................................................................................................................

Name and address of Principal Employer:...........................................................................................................................................................................

Wage period: Monthly/Fortnightly:

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<tr>
<th>Sl. No.</th>
<th>Name of workman</th>
<th>Serial No. in the register of workman</th>
<th>Designation</th>
<th>nature of work done</th>
<th>No. of days worked</th>
<th>Units of work done</th>
<th>Daily rate of wages/piece rate</th>
<th>Amount of wages earned</th>
<th>Deduction of any (indicate nature)</th>
<th>Net amount paid</th>
<th>Signature or thumb impression of the workman</th>
<th>Initial of Contractor or his representative</th>
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Received from …………………………………… the sum of Rs………………………………………………………….on account of my wages

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

Signature.
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<td>1.</td>
<td>No. of days worked</td>
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<td>2.</td>
<td>No. of units worked in case of piece-rate workers</td>
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<tr>
<td>3.</td>
<td>Rate of daily wages/piece rate</td>
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<td>4.</td>
<td>Amount of overtime wages</td>
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<td>5.</td>
<td>Gross wages payable</td>
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<tr>
<td>6.</td>
<td>Deductions, if any</td>
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<td>7.</td>
<td>Net amount of wages paid</td>
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</tbody>
</table>

Initials of the Contractor or his representative.
APPENDIX - VIII

FORM - XIV
(See Rule 76)

Employment Card

Name and address of contractor……………………………………………………………………

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

Name of work and location of work………………………………………………………………

Name and address of Principal Employer………………………………………………………

1. Name of the workman……………………………………………………………………

2. Sl. No. in the register of workman employed …………………………………………..

3. Nature of employment/designation……………………………………………………

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

5. Wage period………………………………………………………………………………

6. Tenure of employment……………………………………………………………………

7. Remarks…………………………………………………………………………………..

Signature of Contractor.
APPENDIX - IX

FORM - XV

(See Rule 77)

Service Certificate

Name and address of contractor……………………………………………………………………

Nature and location of work………………………………………………………………………

Name and address of workman……………………………………………………………………

Age or date of birth…………………………………………………………………………………

Identification marks…………………………………………………………………………………

Father's/Husband's name…………………………………………………………………………

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

Name and address of Principal Employer………………………………………………………

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Total period for which employed</th>
<th>Nature of work done</th>
<th>Rate of wages (with particulars of unit in case of piece work)</th>
<th>Remarks</th>
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Signature

164
APPENDIX - X

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with rule 7 (V) of the IGMC&R1 Contractor’s Labour Regulations to be displayed prominently at the site of work both in English and local language.

1. Wilful insubordination or disobedience, whether alone or in combination with other.
2. Theft, fraud or dishonesty in connection with the contractors beside a business or property of IGMC&R1.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness, lighting, riotous or disorderly or indifferent behavior.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the IGMC&R1 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 or manufacturing or making of unauthorised particles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Society 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 affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorised by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employee during the working hours within the premises.
**APPENDIX - XI**

**Form - XII**

*(See Rule 78 (2) (d))*

**Register of Fines**

- Name and address of Contractor: 
- Name and location of work: 
- Name and address of establishment under which contract is carried on: 
- Name and address of Principal employer: 

<table>
<thead>
<tr>
<th>Sl.N o</th>
<th>Name of workman</th>
<th>Father’s/Husband’s name</th>
<th>Designation/nature of employment</th>
<th>Act/omission for which fine imposed</th>
<th>Date of offence</th>
<th>Whether workman showed cause against fine</th>
<th>Name of person in whose presence employee’s explanation was heard</th>
<th>Wage period and wages payable</th>
<th>Amount of fine imposed</th>
<th>Date on which fine realised</th>
<th>Remarks</th>
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APPENDIX - XII
FORM - XX

(See Rule 78(2) (d))
Register of Deduction for Damage or Loss

Name and address of Contractor…………………………………………………………………………………………………………………………………………………

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

Name and address of Principal employer…………………………………………………………………………………………………………………………………………………

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Name of workman</th>
<th>Father’s/Husbands name</th>
<th>Designation/nature of employment</th>
<th>Particulars of damage or loss</th>
<th>Date of damage or loss</th>
<th>Whether workman showed cause against fine</th>
<th>Name of person in whose presence employee’s explanation was heard</th>
<th>Amount of deduction imposed</th>
<th>No. of installment</th>
<th>Date of recovery</th>
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First installment | Last installment

Page 167
APPENDIX - XIII

FORM - XXII

(See Rule 78(2) (d))
Register of Advances

1. Name and Address of Contractor

2. Name and address of establishment under which contract is carried on

3. Nature and location of work

4. Name and address of Principal Employer

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Name of workman</th>
<th>Father’s/Husbands name</th>
<th>Designation/nature of employment</th>
<th>Wage period and wages payable</th>
<th>Date and amount of advance given</th>
<th>Purpose for which advance made</th>
<th>Number of installments by which advance to be repaid</th>
<th>Date and amount of each installment repaid</th>
<th>Date on which last installment was repaid</th>
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168
APPENDIX - XIV
FORM - XXIII
(See rule 78(2)(e))

Register of Overtime

Name and address of Contractor.............................................................................................................................................................................

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

Nature and location of work...........................................................................................................................................................................................................

Name and address of Principal Employer.............................................................................................................................................................................

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Name of workman</th>
<th>Father's/Husbands name</th>
<th>Sex</th>
<th>Designation/nature of employment</th>
<th>Date on which overtime worked</th>
<th>Total overtime worked or production in case of piece rated</th>
<th>Normal rate of wages</th>
<th>Overtime rate of wages</th>
<th>Overtime earnings</th>
<th>Rate on which overtime wages paid</th>
<th>Remarks</th>
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Annexure to clause 34(x) showing quantities of materials for areas of surfacing to be considered for working out minimum period for which hire charges of road roller are to be recovered

1. Consolidation of earth subgrade - 1860 sq.m
2. Consolidation of stone soling 15 cm. To 22.5 cm thick. - 170 cum
3. Consolidation of brick soling 10 cm. To 20cm. Thick - 230 cum
4. Consolidation of wearing coat of stone ballast, 7.5 cm.to11.5 cm. Thick - 30 cum
5. Consolidation of wearing coat of brick ballast, 10 cm. thick - 60 cum
6. Spreading and consolidation of red bajri 6mm - 1860 sq.m
7. Painting one coat using stone aggregate 12.5 mm nominal size.  
   (a) 1.65 m³ per 100 m and paving bitumen A-90 or S-90 @ 2.25 kg per sq.m  
   (or)  
   (b) 1.50 m³ per 100 m and bitumen emulsion or Road tar @ 2.25 kg. per sq.m - 930 sq.m
8. Painting two coats using -  
   (a) For first coat, stone aggregate 12.5 mm nominal size.  
      i) 1.5 cum per 100m² with paving bitumen A-90 or S-90 @ 2 Kg/sq.m  
      (or)  
      ii) 1.35 cum per 100m² with bitumen emulsion @ 2 kg/sq.m  
      (or)  
      iii) 1.25 cum per 100m² with roadtar 2.25 Kg/sq.m - 600sq.m  
   (b) For 2nd coat stone aggregate 10mm nominal size 0.9 cum per 100 sq.m with  
      i) 1 kg. of paving bitumen A-90 or S-90 or bitumen emulsion per sq.m  
      (or)  
      ii) 1.25 kg. of road tar, per sq.m. - 600 sq.m.
9. Re-painting with stone aggregate 10 mm. nominal size 0.9 cum per 100 sq.m with-  
   (a) 1 kg. of paving bitumen A-90 or S-90 per sq.m.  
      (or)  
   (b) 1.25 kg. of bitumen emulsion per sq.m. - 1670 sq.m
10. 2 cm. premix carpet surfacing using 2.4 cum of stone aggregate 10 mm,  
    nominal size per 100cum and binder including tack coats, the binder being  
    hot cut back bitumen or bitumen emulsion in specified quantities. - 930 sq.m
11. 2.5 cm. premix carpet surfacing using 3 cum of stone aggregate 10mm nominal  
    size per 100cum and binder including tack coat, the binder being hot cut back  
    bitumen or bitumen emulsion in specified quantities. - 930 sq.m
12. 4 cm. thick bitumen concrete surfacing using stone aggregate 3.8 cum (60%  
    20mm nominal size and 40% 12.5 mm. nominal size) per 100 m and coarse  
    sand 1.9 cum per 100 m and hot cut back bitumen over a tack coat of hot cut  
    back bitumen - 460 sq.m
13. 5cm. thick bitumen concrete surfacing using stone aggregate 4.8 cum (60%  
    25 mm nominal size and 40% 20 mm nominal size) per 100 m 2 and coarse  
    sand 2.4 cum per 100 sq.m and hot cut back bitumen over a tack coat of hot  
    cut back bitumen. - 370 sq.m
14. 6cm. thick bitumen concrete surfacing using stone aggregate 5.8 cum (60% 40 mm nominal size and 40% 25 mm nominal size) per 100 sq.m and coarse sand 2.9 cum per 100 sq.m and hot cut back bitumen over a tack coat of hot cutback bitumen - 280 sq.m

15. 7.5 cm. thick bitumen concrete surfacing using stone aggregate 7.3 cum (60% 50 mm nominal size and 40% 40 mm nominal size) per 100 sq.m and coarse sand 3.65 cum per 100sq.m and hot cut back bitumen over a tack coat of hot cutback bitumen - 230 sq.m

16. 2.5 cm. bitumastic sheet using stone aggregate 1.65 cum (60% 12.5 mm nominal size 40% 10mm nominal size) per 100 sq.m and coarse sand 1.65 cum per 100 sq.m and hot cut back bitumen over a tack coat of hot cut back bitumen - 750 sq.m

17. 4 cm. bitumastic sheet using stone aggregate 2.6 cum (60% 12.5 mm nominal size 40% 10 mm nominal size) per 100 sq.m and coarse sand 2.5 cum per 100 sq.m and hot cut back bitumen over a tack coat of hot bitumen - 560 sq.m

18. Laying full grouted surface using stone aggregate 40 mm nominal size 6.10 cum per 100 sq.m with binder binding with stone grit 20 mm to 12.5 mm nominal size 1.83 cum per 100sq.m and seal coat of binder and stone grit 10 mm nominal size, 1.07 cum per 100 sq.m the binder being hot bitumen or tar as specified - 460 sq.m

19. Laying full grouted surface using stone aggregate 50 mm nominal size 9.14 cum per 100sq.m grouting with binder with stone grit 20 mm to 12.5 mm nominal size stone grate, 1.83 cum per 100sq.m and seal coat of binder and stone grit 10 mm nominal size, 10.7 cum per 100sq.m the binder being hot bitumen or tar. - 370 sq.m

20. 4cm thick premix mecadam surfacing using stone aggregate 25mm nominal size 4.57 cum per 100sq.m hot bitumen binding with stone aggregate 12.5mm nominal size 1.52 cum per 100 sq.m and seal coat hot bitumen and stone aggregate 10mm nominal size, 1.07 cum per 100sq.m. - 560 sq.m

21. 5cm thick premix mecadam surfacing using stone aggregate 25mm nominal size 6.10 cum per 100 Sq.m hot bitumen binding with stone aggregate 12.5mm nominal size 1.52 cum per100 Sq.m. and seal coat both bitumen and stone aggregate 10mm nominal size, 1.07 cum per100 Sq.m. - 460 sq.m.

Note:- This clauses of contract are reproduction of “CPWD General Condition Of Contract for Central PWD Works 2005” any typographical error or any unintentional omission there from shall not vitiate the contract. Any discrepancy may be read with the original printed form and will be binding on this contract.