

## CLAUSES OF CONTRACT

The contractor means the documents forming the tender and acceptance thereof and the formal agreement executed between the Competent Authority on behalf of NIPER and the contractor together with the **documents** referred to therein including the conditions, the specifications, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together shall be deemed to form the contract and shall be complementary to one another.

In the contract, the following expressions shall unless the context otherwise requires, have the meanings, hereby respectively assigned to them.

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

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

The contractor shall mean the individual, firm or company, whether incorporated or not undertaking works and shall include the legal personal representative of such individual or the personal comprising such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

The Engineer-in-Charge shall mean the person designated from time to time by the Director, NIPER and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.

The Architect shall mean designated as Project Architect by NIPER.

Accepting Authority shall mean Director, NIPER.

Excepted risk are risk due to riots (other than those on account of contractors employees), war (whether declared or invasion, act foreign enemies, hostilities, civil war, rebellion, revolution, insurrection military or usurped power, any act or Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority.

Market rates shall be the rates as decided by the Engineer-in-Charge on the basis of the cost of material and labour at site where the work is to be executed plus 10 percent to cover all overheads and profits.

District specifications mean the specifications followed by the State Govt. in the area where the work is to be executed.

Department means Engineering Department of NIPER.

Tendered value means the value of the entire work as stipulated in the letter of award.

Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule 'F' or the first

date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

**SCOPE AND PERFORMANCE**

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

Headlines marginal notes to these General Conditions of contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, schedule of rates and such other printed and published documents, together with all drawings a may be forming part of the tender papers. None of these documents shall be used for nay purposed other than that of this contract.

**WORKS TO BE CARRIED OUT**

Works to be carried out under this contact shall, except as otherwise provided in these conditions include all labour, materials, tools, plants equipments and transport which may be required in preparations of and for and in the full and entire execution and completion of the works

The description given in the schedule of quantities shall unless otherwise stated be held to include wastage materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

**SUFFICIENCY OF TENDER**

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

**DISCREPANCIES AND ADJUSTMENTS OF ERRORS**

Several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small-scale drawings and figured dimensions in preference to scale and special conditions in preference to General Conditions.

In the case of discrepancy between the schedule of quantities, the specifications and/ or the drawings the following order or preference shall be observed.

- (i) Description of schedule of quantities.
- (ii) Particular specifications and special conditions, if any.
- (iii) Drawings.
- (iv) Specifications specified in the contract.
- (v) Indian standard specifications of BIS.

If there are varying or conflicting provisions made in any one

document forming part of the contract, the accepting authority shall be the deciding authority with regards to the intention of the document and his decision shall be final and binding on the contract.

Any error in description, quantity or rate in schedule of quantities or any omission there from shall not vitiate the contract or release the contract from the execution of the whole or any part of the works comprised therein according to drawing and specifications or from any part of his obligations under the contract.

**WATER AND  
ELECTRICITY**

**Water** supply if available will be provided by the owner at one point through distribution pipe networks and pumping are to be made by the contractor at his own cost. Water shall be provided by institute free of cost.

**Electricity** will be provided by the institute free of cost.

**ALL PAGES  
TO BE  
INITIALED**

All pages of the tender document are required to be initialed and dated at the lower right hand corner of the tender or his authorized representative.

**CORRECTIONS AND  
ALTERATIONS**

All correction (s) alteration(s) in the entries in the tender papers shall be signed in full by the tenderer with date. No eraser or overwriting is permissible.

**WITNESS**

Witness and sureties shall be persons of status and their names, occupations and addresses shall be stated below their signatures.

**EARNEST  
MONEY**

No interest is payable on earnest money deposit.

**ADDENDA &  
CORRIGENDA**

Addenda and corrigenda to the tender documents will be issued in duplicate prior to the date of opening of the tender to clarify documents or to reflect modifications in design or contract terms.

Each addenda/ corrigenda will be distributed in duplicate to each tenderer to whom a set of tender documents has been issued. Recipient will retail tender's copy of each addenda/ corrigenda and attach original copy duly signed along with his offer. All addenda/ corrigenda issued by the NIPER shall form part of the agreement.

The OWNER reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.

**POLICY FOR  
TENDER  
UNDER  
CONSIDERATI  
ON**

Only those tenders which are complete in all respects and are strictly in accordance with the terms and conditions and technical specification of tender documents shall deem to be considered for evaluation. Such tenders shall deemed to be under consideration immediately after opening or the tender and until such time an official intimation or acceptance/ rejection of the tender is made by NIPER to the tenderer.

NIPER if necessary will obtain clarification on the tender by requesting for such information/ clarification from any or all tenderers, either in writing or through personal contact as may be necessary. Tenderers will not be permitted to change the substance of the tender after opening of the tender.

**MEMBERS OF  
THE OWNER  
NOT  
INDIVIDUALLY  
LIABLE.**

Neither the owner nor official or employees of the owner shall in any way be personally bound or liable for the acts or obligations or the owner under the contract or answerable for any default or omission in the observance or performance or any or the acts, matters or things which are herein contained on the part of the contractor.

**CONTRACTOR  
'S OFFICE AT  
SITE**

The contractor shall provide and maintain an office at the site for the accommodations of his agent and staff and such office shall be opened at all reasonable hours to receive instructions, notices or other communications. The contractor at all times shall maintain a site instruction book and compliance of these shall be communicated to the Engineer-in-Charge from time to time and the whole document to be preserved and handed over after completion of the work to NIPER.

**RIGHT OF THE  
OWNER**

The owner reserves the right to distribute the work between more than one agency(ies). The contractor shall cooperate and afford other agencies reasonable opportunity for access to the work for the carriage and storage of material and execution their works. Wherever the work being done by any department of the owner or by other agencies employed by the owner is contingent upon work covered by this contract, the respective rights of the various interests involved shall be determined by the Engineer-in-Charge to secure completion of various portions of the work in general harmony.

**LANGUAGE  
AND  
MEASURES**

All documents pertaining to the contract including specifications, schedule, notices, correspondences operating and maintenance instructions, drawings etc shall be written in English language. The metric system of measurements shall be used in the contract unless otherwise specified.

**POSSESSION  
PRIOR TO  
COMPLETION**

The Engineer-in-Charge shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be in acceptance of any work completed in accordance with the contract agreement.

**MODE OF  
PAYMENT**

The contractor shall prepare and submit the bills showing quantity-executed along with the detailed measurements sheet in four copies. The bills shall be submitted once in a month on completion of MILESTONE activities. Payment against running bills shall be released only on certification by Engineer-in-Charge in the following manner.

60% of the running account bill will be released within 10 days of the submission of the bill along with requisite documents.

Balance 40% amount will be released with next 21 days. It is to be noted that contractor should submit the bill after taking joint measurements with the representative of the Engineer-in-Charge to minimize the checking time and adhere to the above payment schedule.

**CERTIFICATE  
AND  
PAYMENTS  
NO EVIDENCE  
OF  
COMPLETION**

Except the final certificate, no other certificate or payment against a certificate or on general account shall be taken to be an admission by the owner of the due performance or the contract or any part thereof or of occupancy or validity of any claim by the contractor.

**TECHNICAL  
EXAMINATION  
AND AUDIT**

The contractor herewith agrees that as a respect of inspection of works by the Technical Engineer of the works and the bills of the contractor including all the supported vouchers, abstract etc. to be made after payment of the bills and as result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed or any work is found not to have been executed in accordance with the contract the contractor shall be liable to refund the amount of overpayments made already and it shall be lawful for the owner as he deem fit to recover such over payments either from any payment due and becoming due to the contractor or from the security deposit or retention money or through any further bills and/or final bill or in any other manner whatsoever not excluding though recourse to legal action.

**SIGNING OF  
CONTRACT**

The successful tenderer/ contractor, on acceptance of his tender by the Accepting authority shall, within 15 days from the stipulated date of start of the work sign the contract consisting of:

The notice inviting tender, all the documents including drawings if any forming the tender as issued at the time of invitation of tender and accepting thereof together with any correspondence leading thereto.

Standard form consisting as mentioned in schedule F consisting of: Various standard clauses with corrections up to date stipulated in schedule F along with annexure thereto.

Safety codes

Model rules for the protection of health, sanitary arrangements for the workers employed by the contractor.

Contractor's labour regulations.

List of acts and omissions for which fines can be imposed.

**WORK IN  
LABORATORIES / OFFICES  
AT  
ADJOINING  
AREAS**

Agency will have to take all necessary precautions and measures to check any inconvenience to the working of laboratories in the adjoining buildings and direction of Engineer-in-Charge. Nothing extra is payable on above account.

**PROTECTION  
OF EXPOSED  
EXTERNAL  
FINISH OF  
ADJOINING  
BUILDINGS**

The exposed external finish of the existing buildings to be cleaned side by side to keep the surface unaffected from the construction material during construction. Any defacing occurred on above a/c need to be made good by the agency at no extra cost to the NIPER.

**APPROACH  
TO THE  
WORK SITE  
SEQUENCE  
OF VARIOUS  
ITEMS**

Existing stairs in the buildings will not be allowed to be used for carrying men/material for construction work.

Sequence of execution of various items of work are to be planned in such a way to create minimum disruption of activities in the adjoin buildings.

**CLAUSES OF CONTRACT**

**CLAUSE 1**

**Performance Guarantee**

- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule `F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule `F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/ Banker's Cheque of any scheduled bank/Demand Draft of any scheduled Bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,00/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor payment against the said fixed deposit receipt of any Bank is furnished by the contractor to the NIPER 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 NIPER to make good the deficit

- (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned yearwise proportionately.
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the NIPER is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of :
  - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
  - (b) Failure by the contractor to pay NIPER any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- (iv) In the event of the contract being determined or rescinded under provision 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 NIPER.

#### **CLAUSE 1A**

##### **RECOVERY OF SECURITY DEPOSIT**

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on 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 and the final bill of the contractor at the rates mentioned above. The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

**Note-1:** Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government 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:** Note 1 & 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 NIPER on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

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

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

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

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the NIPER. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of without any notice to the contractor,. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

## **CLAUSE 3**

### **WHEN THE 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 work is being performed in an inefficient or otherwise improper or un workmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.



- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date (s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in NIPER or to any other person on his behalf any gift or consideration of any kind as an any act inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for NIPER.
- (vi) If the contractor shall obtain a contract with NIPER as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity pact.
- (vii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (viii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (ix) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (x) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire work or any portion thereof without the prior written approval of the Engineer-in-Charge.

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

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

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

#### **CLAUSE-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 shall not be 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 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 Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work /or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, otherwise the Engineer-in-Charge by notice in writing may order the contractor or his clerk of work, foreman or other authorized agency to remove such tools, plant materials, or stores from the premises (within 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 respect and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

#### **CLAUSE 5**

##### **TIME AND EXTENSION OF TIME**

The time allowed for the execution of the work as specified in 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 the time mentioned in schedule F or such time period as mentioned in letter of award after the date on which written order to commence the work is issued. If the

contractor commits default in commencing the execution of the work as aforesaid, NIPER 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 should submit a time and progress chart and get it approved by NIPER. The chart shall be prepared in direct relation to the time stated in the contract document for completion of item 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 in the contract documents. To ensure good progress during the execution of the work, the contractor shall in all cases in which time allowed, exceeds one month (for jobs for which a separate program as above has been agreed upon) has to complete 1/8th of whole work before 1/4th of the whole time allowed in the contract has elapsed 3/8th of the work before one half of such time has elapsed and 3/4th of the work before 3/4th of such time has elapsed.

5.2 If the works 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 employer on the work, or
- V. delay on the part of other contractors or tradesmen engaged by NIPER in executing work not forming part of the contract, or
- VI. non availability of stores, which are the responsibility of NIPER to supply, or
- VII. non availability or breakdown of tools and plants to be supplied by or supplied by NIPER, or
- VIII. any other cause which, in the absolute discretion of the competent authority is beyond the control of the contractor

Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the competent authority 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 extension of time in specified preformed to be eligible for consideration, shall be made by the contractor in writing within thirty days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request the period of which extension is desired.

5.4 In any such case the competent authority may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the contractor by the Engineer-in-Charge in writing.

## **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 or work done.

All measurements of all items having financial value shall be entered in measurement book and/or level 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-Chief or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurement shall be signed and dated by the Engineer-in-Charge and the contractor or their representative in token of their acceptance. If the contractor objects to any of the measurement recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurement is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and NIPER shall not entertain any claim from contractor for any loss or

damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurement after the contractor or his authorized representative has 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 measurement recorded in his absence by the contractor. The contractor shall, without extra charge, provide all assistance with every appliance, labor 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 issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

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

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

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

#### **CLAUSE 6A** **COMPUTERISED MEASUREMENT BOOK**

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurable 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 authorised 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 authorised representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorised 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 authorised 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

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

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or 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 engineering department. Thereafter, the MB shall be taken in the engineering 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 account section 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 computerised 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 computerised 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 Standard and if for any item no such standard is available then a mutually agreed method shall be followed.

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

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions 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 7**

### **PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES**

No payment shall be made for work, estimated to cost Rupees 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 Rupees Twenty Thousand and 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 NIPER on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less, than the amount specified in schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer- in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer- in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. 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 recorded. 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 the final certificate 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 such 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 NIPER to taken action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-Charge in his sole discretion on the basis of a certificate from his subordinate Engineer to the effect that the work has been done to the extent assessed and certified interim advance bill without detailed measurements for work done. Such payments shall not exceed 75% of the net amount due as per assessment. 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 within the 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 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 payments 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 completed until the contractor shall have removed from the premises on which the work was executed all scaffolding, surplus materials, rubbish and all temporary hutments etc, and sanitary arrangements required for his / their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or the 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 hutments and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work , the Engineer-in-Charge may at the expenses of the contractor scaffolding , surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the

contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

#### **CLAUSE 8A**

##### **CONTRACTOR TO KEEP SITE CLEAN.**

When the annual repairs and maintenance of works or original items of work are carried out, the splashes and droppings from white 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 other items of actual completion of all the other items of work in contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get his 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 for electrical works and plumbing /Sewerage /Drainage works internal as well as external 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 work subject to a ceiling of Rest 50,000 (Rupees fifty thousand only) as may be fixed by the Director NIPER and in this respect the decision of the Director NIPER 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 claim 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 of six months, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized, Engineer, complete with all relevant documents.

#### **CLAUSE 10**

##### **MATERIAL SUPPLIED BY NIPER**

No material under this contract is stipulated to be supplied by NIPER

#### **CLAUSE 10A**

##### **MATERIALS TO BE PROVIDED BY THE CONTRACTOR.**

The contractor shall, at his own expense, provide all materials, required for the works. The contractor shall, at his own expense and without delay, supply to 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 with relevant specifications.

The contractor shall at his risk and cost submit the samples of materials to be tested or analyzed 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 authorized 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 access such locations.

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 require such removal and substitution shall be borne by the contractor.

#### **CLAUSE 10B**

##### **SECURED ADVANCES 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 75% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge nonperishable, non-fragile and noncombustible and are in accordance with the contract and which have been brought on the sight 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 advances been 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.

- a) No mobilization advance is payable under this contract.

##### **10C. PAYMENT ON ACCOUNT OF INCREASE IN PRICES/WAGES DUE TO STATUTORY ORDER(S)**

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

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in GST/ sales tax/VAT, Central/State Excise/Custom Duty),NIPER shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and not being material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 hereof) and/or labour engaged on the execution of the work after the date of coming



into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

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

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

#### **10D. DISMANTLED MATERIAL**

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site of work, etc. as NIPER property and such materials shall be disposed off to the best advantage of NIPER 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 the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications . the contractor shall also confirm exactly ,fully and faithfully to the design, drawings, and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications designs drawings.

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

#### **CLAUSE 12**

##### **Deviations/Variations Extent and Pricing**

The Engineer-in-Charge shall have power

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

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

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

### **Deviation, Extra Items and Pricing**

12.2 A. For Project and original works:

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

B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration:

In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount.

Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

### **Deviation, Substituted Items, Pricing**

A. For Project and original works:

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

### **Deviation, Deviated Quantities, Pricing**

A. For Project and original works:

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.

B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration:

In the case of contract items, which exceed the limits laid down in schedule F, the contractor shall be paid rates specified in the schedule of quantities.

The prescribed time limits for finalising rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items are as under:

- |       |  |            |
|-------|--|------------|
| (i)   | If the Tendered value of work is up to Rs. 45 lac                            | : 30 days. |
| (ii)  | If the Tendered value of work is more than Rs 45 lac and up to Rs. 2.5 Crore | : 45 days. |
| (iii) | If the Tendered value of work exceeds Rs. 2.5 Crore                          | : 60 days. |

### 12.3 A. For Project and original works:

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

B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration:

In case of decrease in the rates prevailing in the market of items for the work in excess of the limits laid down in Schedule F, the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

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

12.5 For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:

- (i) For Buildings : All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.
- (ii) For abutments, piers and well staining : All works up to 1.2 m above the bed level.
- (iii) For retaining walls, wing walls, compound walls, chimneys, over head reservoirs/tanks and other elevated structures : All works up to 1.2 metres above the ground level.
- (iv) For reservoirs/tanks (other than overhead reservoirs/tanks) : All works up to 1.2 metres above the ground level.
- (v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.
- (vi) For Roads, all items of excavation and filling including treatment of sub base.

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

### **CLAUSE 13**

#### **FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK**

If at any time after acceptance of the tender NIPER 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, reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure.

- (i) Any expenditure incurred on preliminary site work e.g. temporary access roads, temporary labour huts, staff quarters and site office, storage accommodation and water storage tanks.
- (ii) NIPER 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). For materials taken over or to be taken over by NIPER, cost of such materials as detailed by the 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 material supplied by NIPER are rendered surplus the same except normal wastage shall be returned by the contractor to NIPER 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 transportation of such materials from site to NIPER store, if so required by NIPER shall be paid. The contractor shall, if required by the Engineer-in-Charge furnish to him books of accounts, wage books, time sheets and other relevant and evidence as may be necessary to enable him to certify the reasonable amount payable under the conditions.
- (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) above shall not exceed two percent 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 contractors material at site taken over by NIPER as per item (ii) above. Provided always that against any payment 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 NIPER 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 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 this behalf by the Engineer-in-Charge .

or

**iv)** Shall offer or give or agree to give to any person in NIPER service or to any other person on his behalf any gift as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for NIPER

or

**v)** Shall enter into a contract with NIPER 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 NIPER as a result of wrong tendering or other non bonafide methods of competitive tendering

or

**vii)** Being an individual, or 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 arrangements 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 trust deed be executed by him for the 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 ore 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 piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting)or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the accepting authority

The accepting authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to NIPER by notice in writing to cancel the contract as whole or any such item of work in fault from the contract

The Engineer-in-Charge shall on such cancellation by the accepting authority have powers to:

**a)** Take possession of the site and any materials, constructional land, implements, stores, etc, thereon and/or;

**b)** Carry out the incomplete works 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 the amount if any, is recoverable from the contractor for completion of the works or parts of the works. or in case the works or parts of the works is not to be completed, the loss or damage suffered by the NIPER. 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 works and use of plant and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by NIPER in completing the works or parts of the works or the excess loss or damages suffered or may be suffered by NIPER as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to NIPER in law be recovered from any money due to the contractor on any account, and if such money are not sufficient the contractor shall be liable to pay the same within 30 days.

If the contractor shall fail to pay the required sum within aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements temporary buildings 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 contractor, it shall be recovered in accordance with the provisions of the contract.

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

## **CLAUSE 15**

### **SUSPENSION OF WORK**

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

**a)** on account of any default on the part of the contractor; or

**b)** for proper execution of the works or part thereof for reasons other than the default of the contractor; or

**c)** for safety of the works or part thereof.

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

**ii)** If the suspension is ordered for reasons (b) and (c) in sub Para (i) above;

**a)** the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25% for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;

**b)** If the total period all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds 30 days, the contractor, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor. provided the contractor submits his claim supported by details to the Engineer-in-Charge within 15 days of the expiry of the period of 30 days.

**iii)** If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub Para (i)

above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within 15 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 effects only part of the works as an omission of such part by NIPER or where it affects whole of the works, as an abandonment of the works by NIPER shall within 10 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 NIPER, he shall have no claim to payment of any compensation on a/c 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 NIPER for the loss suffered by him on account of delay by NIPER in the supply of materials in schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, force major 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 NIPER.

#### **CLAUSE 16**

##### **ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS.**

**a)** 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 authorized subordinates, incharge of the work and all the superior officers, officers of the quality assurance division of the NIPER and of the Chief Technical Examiner's office, CVC 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 been given to the contractor himself.

**b)** If it shall appear to the Engineer-in-Charge or his authorized subordinates incharge of the work or to the officer incharge of quality control division or his subordinate officers or to the Chief Technical Examiner or his subordinate officers, officers of CVC that any work has been executed with unsound, imperfect, 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 bills 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.**

a) If the contractor or his working people or servants shall break, 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 six months (3 months in the case of any work other than road work costing Rs. 1,00,000/- and below) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of the defect or improper materials or workmanship, the contractor shall upon receipt of a notice in writing in that behalf make the same to be made good at his own expenses or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expenses from any sums that may become due to the contractor, or from his security deposit except for the portion pertaining to asphalt work which is governed by sub-Para (iii) of clause 35 or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit if the contractor except the portion pertaining to a sphaltic work which is governed by sub Para(iii) of clause 35 shall not be refunded before the expiry of six months (three months in the case of any work other than road work costing Rs 1,00,000/- and below) after the issue of the certificates 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 security deposit will be refundable after six months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

#### **CLAUSE 18**

##### **CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.**

The contractor shall provide at his own cost all materials (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 works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification of 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 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, weighting and assisting in the measurements for examining at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expenses may be deducted from any money due to the contractor, under this contract or otherwise and/ from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

#### **CLAUSE 18A**

##### **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, NIPER is obliged to pay compensation to a workman employed by the contractor, in execution of the works. NIPER will recover from the contractor the amount of the compensation so paid; and without prejudice to the rights of the NIPER under sub-section (2) of Section 12, of the said Act. NIPER shall be at liberty to recover such amount or any part thereof by



deducting it from any sum due by NIPER to the contractor whether under this contract or otherwise. NIPER shall not be bound to contest any claim made against it under sub-section (1) Section 1, of the said Act, except on the written request of the contractor and upon his giving to NIPER full security for all costs for which NIPER might become liable in consequence such claim.

#### **CLAUSE 18B**

##### **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 contract Labour (Regulation and Abolition) Central Rules, 1971, NIPER 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 provided under clause 19H or under the Rules framed by Government /NIPER from time to time for the protection of health and sanitary arrangements for workers employed by Contractors, NIPER 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 NIPER under sub-section (2) Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, NIPER shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the NIPER full security for all costs for which NIPER 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 (R&A) 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 the resultant non-execution of the work.

#### **CLAUSE 19A**

No labour below the age of eighteen years shall be employed on the work.

#### **CLAUSE 19B**

##### **PAYMENT OF WAGES**

**i)** The contractor shall pay to labour employed by him either directly or through sub contractors, wages as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the contract Labour (Regulation & 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-contractor in connection with the said work, as if the labour had been 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 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 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 Regulation.

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

**v)** The contractor shall indemnify and keep indemnified NIPER against payments to be made under and for the observances of the laws aforesaid and the contractor's labour Regulation without prejudice to his right to claim indemnity from his sub-contractors.

**vi)** The contractor shall comply with the provisions of the Payment of Wages Act , 1936 , Minimum Wages Act , 1948 , Employees Liability Act , 1938 , Workman's Compensation Act , 1923 , Industrial Disputes Act , ,1947 , Maternity Benefits Act , 1961 , and the Contractor's Labour (Regulation and Abolition) Act , ,1970 , or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

**vii)** The laws afore said shall be deemed to be a part of this contract and any breech thereof shall deemed to be breach of this contract.

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

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

#### **CLAUSE 19C**

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 expenses arrange for the safety provisions, safety code from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs 200/- for each default and in addition the Engineer-in-Charge shall be at liberty to make arrangements and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

#### **CLAUSE 19D**

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 laboures employed by him on the work,
2. their working hours,
3. the accidents that occurred during the circumstances under which they happened and the extent of damage and injury caused by them, and
4. the wages paid to them
5. the number of female workers who have been allowed maternity benefit according to Clause 19 F and the amount paid to them.

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

#### **CLAUSE 19E**

In respect of all labourers directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with

all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed.

#### **CLAUSE 19F**

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 – up to 3 weeks from the date of miscarriage

##### **2. Pay**

**i)** in the case of delivery - leave pay during maternity 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 the 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 women 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) as per Govt. norms, and the same shall be kept at the place of work.

#### **CLAUSE 19G**

In the event of the contractor(s) committing a default or breach of any of the provisions of Contractor's Labour Regulation Model rules for the protection of health and sanitary 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 NIPER a sum of Rs 200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statement and in the event of contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs 200/- per day for each day of default subject to a maximum of 5% of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/ are not properly observing and complying with the provisions of Contractor's Labour Regulation and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) act 1970, and the Contract Labour (R&A) State Rules 1971, for the protection of health and sanitary arrangements work people employed by the contractor(s) (hereinafter referred as " the said Rules") the Engineer-in-Charge shall have the 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 to comply with and/or observe the Said Rules and to provide the amenities to the work people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and 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 the power to give notice in writing to the contractor(s) requiring that the said huts sanitary arrangements be remodeled and/or reconstructed according to approves 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 19H**

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

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

(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (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 gobi on both sides. The floor may be kutcha but plastered with mud gobi and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.

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

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

(d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.

(iii) **WATER SUPPLY-** The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells, or rivers, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to labour camp from the existing mains wherever available, and shall pay all fees and charges thereof.

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 by 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 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 sludge 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 19I**

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

#### **CLAUSE 19J**

It shall be the responsibility of the contractor to see that building under construction is not occupied by anybody un-authorisedly 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 up to 5% of tendered value of work may be imposed by the Director, NIPER whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

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

#### **CLAUSE 19K**

##### **Employment of skilled/semi skilled workers**

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

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

#### **CLAUSE 19L**

##### **Contribution of EPF and ESI**

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

#### **CLAUSE 20**

##### **MINIMUM WAGES ACT TO BE COMPLIED WITH**

The contractor shall comply with all the provisions of the Minimum Wages Act , 1948, and Contract Labour (Regulation and Abolition) Act , 1970 , amended from time to time and rules

framed 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, prerequisite, 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 NIPER 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 shall have power to adopt any way directly or indirectly interested in the contract, the Engineer - in - Charge shall have power to adopt any of the courses specified in Clause 3 hereof as he may deem best suited to the interest of NIPER and in the event of any of these courses being adopted the consequences specified in the said clause 3 shall ensue.

#### **CLAUSE 22**

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

#### **CLAUSE 23**

##### **CHANGES IN FIRM'S CONSTITUTION TO BE INTIMATED.**

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carryout 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 respect of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

#### **CLAUSE 25**

##### **SETTLEMENT OF DISPUTES & ARBITRATION**

Except where otherwise provided in the contract, all questions and disputes relating to the interpretation of the specifications, designs, drawings and instructions herein before mentioned and as to the quality or claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, specifications, estimates, instructions, orders on these conditions or otherwise concerning the works or the execution or after the completion or abandonment thereof, shall be referred to the sole arbitration of the person appointed by the Director, NIPER. The arbitrator shall be appointed within 30 days from the receipt of a request any party. The arbitrator to whom the Director, NIPER shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The arbitrator shall be final and binding on the parties. The cost of the Arbitrator shall be borne equally by both the parties.

- 25.1 It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- 25.2 It is also a term of the contract that if the contractor does not make any demand for arbitration in respect of any claim in writing within 90 days of receiving the intimation from the Employer that the final bill is ready for payment, the claim of the contractor will be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.
- 25.3 Subject as aforesaid the provisions of the Arbitration and conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the being in force shall apply to the arbitration reference under this clause.

## **CLAUSE 26**

### **CONTRACTOR TO INDEMNIFY NIPER AGAINST PATENT RIGHTS**

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

## **CLAUSE 27**

### **Lump Sum Provisions in Tender**

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

## **CLAUSE 28**

### **ACTION WHERE NO SPECIFICATIONS ARE SPECIFIED**

When no specifications are specified in the case of any class of work or when there is no such specifications 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. In case there are no such specifications, the works shall be carried out in all respect in accordance with the instruction and requirements of the Engineer-in-Charge.

## **CLAUSE 29**

### **WITH-HOLDING AND LIEN IN RESPECT OF SUMS DUE FROM CONTRACTOR.**

i) Whenever any claim for payment of a sum of money arises out of or under the contract against the contractor, the Engineer - in - Charge shall be entitled to withhold and also have a lien to retain to such sum or sums in whole or in a part from security, if any deposited by the contractor and for the purpose aforesaid, the Engineer - in - Charge shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have the lien over the same pending finalization or adjudication of any such claim. In the event of security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the

Engineer-in-Charge shall be entitled to withhold and have the lien to retain to the extent of such claimed amount or amounts referred to above , from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge or any contracting person through the Engineer-in-Charge pending finalization or ad jurisdiction 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 will be kept withheld or retained as such by the Engineer-in-Charge till the claim arising out of or under the contract is determined by the Arbitrator / competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever in 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 shall be entitled to withhold and also have the lein to retain towards such claimed amount or amounts in whole or in a part from any sum found payable to any partner /limited as the case may be, whether in his individual capacity or otherwise.

ii) NIPER shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers , abstract , etc , to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by that contractor under the contract or any work claimed to have been done by him under the contract and found to have been executed , the contractor shall be liable to refund the amount of over payment and shall be lawful for NIPER to recover the same from him in the manner prescribed in sub- clause (l) of this clause or any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it , the amount of such under payment shall be duly paid by NIPER to the contractor , without any interest thereon whatsoever .

#### **CLAUSE 29A**

##### **LEIN IN RESPECT OF CLAIMS IN OTHER CONTRACT**

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 any other contracting person or persons in respect of a payment of a sum of money arising out of or any other contract made by the contractor with a Engineer- in-Charge or NIPER 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 by NIPER will be kept withheld or retained as such by the Engineer-in-Charge or by NIPER or till his claim arising out of the same contract or any other contract is either mutually settled or determined by arbitration clause or by the competent court as the case may be and that the contractor shall have no claim for interest or for damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

#### **CLAUSE 30**

##### **Employment of coal mining or controlled area labour not permissible**

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

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



The contractor shall immediately remove any labourer who may be pointed out by the Engineer-in-Charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to Government a sum calculated at the rate of Rs.10/- per day per labourer. The certificate of the Engineer-in-Charge about the number of coal mining or controlled area labourer and 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 in Section 74 of Indian Contract Act, 1872.

Explanation:- Controlled Area means the following areas:

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

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

### **CLAUSE 31**

#### **UNFILTERED WATER SUPPLY**

In case, due to any eventuality or otherwise , NIPER is not in a position to provide water connection for construction purposes the contractor(s) shall make his/their own arrangements of water required for the work and nothing extra shall be paid for the same. This will subject to the following conditions:

1. That the water used by the contractors shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
2. 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 opinion of the Engineer-in-Charge, un-satisfactory.

### **CLAUSE 32**

#### **ALTERNATE WATER ARRANGEMENTS**

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

### **CLAUSE 33**

#### **RETURN OF SURPLUS MATERIAL**

Notwithstanding anything contained to the contrary in this contract , where any materials for the execution of the contract are produced with the assistance of NIPER either by issue from NIPER stock purchase made under orders or permits or licenses issued by NIPER 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 NIPER and return , if required by the Engineer-in-Charge all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited with such price as the Engineer-in-Charge shall determine having due regards to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition of the contractor shall in addition to throwing himself into action for contravention of the terms of the license or permit and /or the criminal breach of trust, be liable to NIPER for all's money advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

### **CLAUSE 34**

#### **HIRE OF PLANT AND MACHINERY**

i) The contractor shall arrange at his own expenses all tools, plants, machinery and equipment (hereinafter referred to as T&P).

### **CLAUSE 35**

#### **CONDITION RELATING TO USE OF ASPHALTIC MATERIALS**

i) The asphaltic works to be executed as per prevailing CPWD norms and specifications.

ii) 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 refunded after the expiry of the period.

### **CLAUSE 36**

#### **I) EMPLOYMENT OF TECHNICAL STAFF AND EMPLOYEES FOR BUILDING AND ROADWORKS.**

(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 a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of 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 the representative(s) by morethan 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 (nonrefundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-In-

Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as 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) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) alongwith every on account bill final bill and shall produce evidence if at any time so required by the Engineer-in-Charge. (ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work. The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work. The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

## **II) FOR SANITARY AND WATER SUPPLY WORKS.**

The contractor shall employ the following technical staff during the execution of work.:

i) One Diploma Holder (Overseer) with an experience of not less than 5 years out of which atleast one year should be in a sanitary Engineering or water supply works, when the tendered cost of work to be executed is more than 50,000/- (Rupees fifty thousand only).

The technical staff should be available at site whenever required by Engineer-in-Charge to take instructions.

In case the contractor fails to employ the technical staff as aforesaid he shall be liable to pay reasonable compensation not exceeding the amount shown against each for each month of default .

The decision of the Engineer-in-Charge as to the period for which the required technical staff was not employed by the contractor the amount to be deducted on this account as per schedule F shall be final and binding on the contractors.

iii) The Engineer-in-Charge shall be liberty to object to and require the contractor to remove from the works any person who in his opinion misconduct's himself, or is incompetent or negligent on 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.

iv) There shall be no objection if an Engineer or overseer looks after more than one work provided the total value of works under him doesn't exceed Rs.20.00lakhs in case of building , roads, sanitary and water supply works and Rs. 10.00lakhs in respect of electrical works in case of a Graduate Engineer and Rs.10.00 lakhs in case of building, roads, sanitary and water supply works and Rs.5.00lakhs in respect of electrical works in case of diploma holder.

It is also not necessary for a contractor (or partner in case of firm/company ) who is himself an engineer / overseer to employ another engineer or overseer as long as the contractor / partner does the work expected of an Engineer employed on the job. The employment of the technical staff may be co-related to the tendered cost.

## **CLAUSE 37**

## **LEVY/TAXES PAYABLE BY CONTRACTOR**

- i) GST/Sales Tax/VAT ,Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and NIPER shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.
- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri , stone, kankar , etc. from local authorities.
- iii) If persuade to or under any law, notification or order any royalty, cess or the like becomes payable by the NIPER which otherwise is not 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 NIPER and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues to the contractor.

### **CLAUSE 38**

#### **CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDERS**

- i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However , pursuant to the Constitution (46 Amendment) Act, 1982, if any other tax or levy is imposed by statute after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes / levies, the contractor shall be reimbursed the amount so paid , provided such payment, if, any, is not, in the opinion of the Zonal Chief (whose decision shall be final and binding on the contractor ) attributable to delay in execution of work within the control of the control of the contractor.
- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the NIPER and / or the Engineer-in-Charge and further shall furnish such other information / document as the Engineer-in-Charge may require from time to time.
- iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy , 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 NIPER THEN THE CONTRACTOR NOT ALLOWED TO TENDER**

The contractor shall not be permitted to tender for works in an NIPER Zone (responsible for award and execution of contracts) in which his near relative is posted as an Officer in any capacity in the grades of Asstt. Engineer or equivalent and above (both inclusive) . He shall also intimate the names of the persons who are working with him any capacity or are subsequently employed by him and who are near relatives to any executives (above the rank of AE or equivalent).

Any breach of this condition by the contractor would render him liable to be made in-eligible for tendering in NIPER.

**NOTE :** THE TERM "NEAR RELATIVES MEANS WIFE, HUSBAND, PARENTS, AND GRAND PARENTS, CHILDREN AND GRAND CHILDREN BROTHERS AND SISTERS , UNCLES AND AUNTS" AND" COUSINS AND THEIR CORRESPONDING IN-LAWS".

### **CLAUSE 41**

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

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

### **CLAUSE 42**

#### **Return of material & 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 NIPER for use in the work shall be calculated on the basis and method given hereunder:-

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

(b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappings, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.

(c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise. (d) For any other material as per actual requirements. (ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-charge to this effect shall be recovered at the rates specified in Schedule 'F', without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule 'F', shall be final & binding on the contractor. For non scheduled items, the decision of the Engineer in charge regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor. (iii) The said action under this clause is without prejudice to the right of the NIPER 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 WAR LIKE SITUATION**

The work (whether fully constructed or not ) and all materials, machines, tools, and plants, scaffolding , temporary building and other things connected their with 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 material properly brought to the site

for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack, or remove in store all serviceable material 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 the cleaning 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 up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for the compensation shall be assessed by the Engineer-in-Charge. The contractor shall be paid for the damages /destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provisions 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 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 Engineer-in-Charge (b) for any material etc., not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

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

#### **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 there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer may, in his discretion, cancel the contract.

The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

#### **CLAUSE 45**

##### **RELEASE OF SECURITY DEPOSIT AFTER LABOUR CLEARANCE**

Security deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work, if no complaint is pending, on record till after three 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

(Signatures of the Tenderer)

**SAFETY CODE**

Suitable scaffolds should be provided for workmen for all works that can not 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 the materials as well suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).

- 1** Scaffolding of staging more than 3.6 m (12 ft) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braces and otherwise secured at least 90 cm. height above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 2** Working platform gangways and stairway should be so constructed that they should not sag unduly or unequally and if the height of the platform or the gangway or the stairway is more than 3.6 m above ground level, they should be closely boarded, should have adequate width and should be suitably fastened as described in 2 above.
- 3** Every opening in the floor of building or in working platform shall be provided with suitable means to prevent the fall of a person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm.
- 4** Safe means of access shall be provided to all working platform and other working places. Every ladder should be securely fixed. No portable single ladder shall be over 9m. in length while the width between the sides rails in rung ladder shall in no case be less than 29 cm. for ladder up to and including 3 m of length. For longer ladders this width should be increased at least  $\frac{1}{4}$ " for each additional 30 cm. of length. Uniform step spacing of not more than 30 cm should be provided. Adequate precautions shall be taken to prevent danger from electrical equipments. No materials from any of the sites of 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 protect the public from accident and shall be bound to bear the expenses of defense to every suit action or other proceedings at law that may be brought by any person or injury sustained owing to neglect of the above precautions and to pay the damages and cost which may be awarded in any such suit action or proceeding to any such person or which may with the consent of the contractor be paid to compensate any claim by any such person.

(a) Excavation and Trenching All trenches 1.2 m or more in depth, shall at all times to be supplied with at least one ladder for each 30 m in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm above the surface of the ground. The sides of the trenches which are 1.5 m more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m of the done from top to bottom. Under no circumstances undermining or undercutting shall be done.

(b) Safety Measures for digging bore holes:-

(c) (i). If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;

(d) (ii). During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;

(e) (iii). Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;

- (f) (iv). After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
- (g) (v). After the completion of the bore well, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
- (h) (vi). After the borewell is drilled the entire site should be brought to the ground level.

**5** 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 likely to be a source of danger or a cable of apparatus used by the operator shall remain electrically charged.
- III. All Practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or the other part of the building shall be so overload with debris or materials as to render it unsafe.

**6** All necessary personal safety equipments as considered adequate by the Engineer-in-charge should be kept available for the use of the persons 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 equipments by those concerned. The following safety equipments shall invariably be provided.

- I. Workers employed on mixing asphaltic materials cement and lime mortar shall be provided with protective footwear and protective goggles.
- II. Those engaged in white washing and mixing or stacking or cement bags or any material which injurious to the eyes shall be provide with welder's protective eyes shall be provided with protective goggles.
- III. Those engaged in welding works shall be provided with welder's protective eye shields.
- IV. Stonebreakers shall be provided with protective goggles and protective clothing's and seated at sage intervals.
- V. When workers are employed in sewers and manholes which are in active use the contractor shall that the manhole cover are opened and ventilated at least for an hour 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 in to the line shall not be allowed except under the supervising engineer or other higher officer.
  - b. At least 5 to 6 manholes upstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manholes for working inside.
  - c. Before entry presence of toxic gases should be tested by inserting wet lead acetate paper which changes color in the presence of such gases and gives indication of their presence.
  - d. Presence of oxygen should be verified by lowering a detector lamp into the manhole incases no oxygen is found inside the sewer line workers should be sent only with oxygen kit.



- e. Safety belt with rope should be provided to the workers, while working inside the manholes such ropes should be handled by two men standing outside to enable him to be pulled out during emergency.
  - f. The area should be barricaded or cordoned off by suitable means to avoid misshape of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning working are undertaken during day or night.
  - 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 line should be removed immediately to avoid accidents on account of slippery nature of the malba.
  - i. Workers should not be allowed to work inside he manhole continuously. He should be given rest intermittently. The Engineer-in-charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
  - j. Gas masks with oxygen cylinder should be kept at site for use in emergency
  - k. Air blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers are recommended for ventilating the manholes. The motors for these shall be vapor proof and totally enclosed type. Non sparking gas engines also could be used by these should be places a least 2 meters away from the opening and on the leeward side protected from winds so that they will not be a source of friction on any inflammable gas that might be present.
  - l. The workers engaged for cleaning the manholes / sewers should be properly trained before allowing working in the manholes.
  - m. The workers shall be provided with gum boots or non sparking shoes, pump helmet and gloves non sparking tools, safety slights and gas masks and portable air blowers (9 when necessary). They must be supplied with barrier cream for anointing the limb before working inside the sewer lines.
  - n. Workmen descending a manhole shall try each ladder step or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to the manhole wall.
  - o. If a man has received physical injury, he should be brought out of the sewer immediately and adequate medical could 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 he steps to be taken in his regard in an individual case will be final.
- vi) The contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be take.
- a) No paint containing lead or lead product shall be used except in the form of paste of 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 is dry rubbed and scrapped.
  - c) Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of the work.
  - d) Measures shall be taken wherever required in order to prevent danger arising from the application of paint in the form of spray.
  - e) Measures shall be taken wherever practicable, to prevent danger arising out of dust caused by dry rubbing down and scrapping.
  - f) Adequate facilities should be provided to enable working painters to wash during and on cessation of work.
  - g) Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.
  - h) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority.
  - i) NIPER may require when necessary medical examinations of works.
  - j) Instructions with regard to special hygienic precautions to be taken in the painting trades shall be disturbed to working painters.
8. When the work is done near any place where there is risk of drowning all the necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be obtained during the rescue work.
9. Use of hoisting machines and tackle including their attachments anchorages and supports shall conform to the following standards.
- a) These shall be of good mechanical constructions sound materials and adequate strength and free conform to the following standards.
  - b) Every rope used in hoisting or lowering materials or as 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 properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding which or giving signal to the operator.
  - iii) In case of 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 geared referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or 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 NIPER machines, the safe working load shall be notified by the Engineer-in-charge. As regards contractor's machines the contractor 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 verified by the Engineer-in-charge.
10. Motors, gearing, transmission, electric, wiring and other dangerous part of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and any keys or other material which are good conductors of electricity.

11. 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.
12. These safety provisions should be brought to the notice of all concerned by display on a notice board at prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
13. 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 NIPER or their representatives.
14. Notwithstanding the above clauses from (1) to (14) there is nothing in these to exempt the contractor the operations of any other Act or Rule in force in the republic of India.

(Signatures of the Tenderer)

## **MODELS RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS**

### **1. APPLICATION**

These rules shall apply to all buildings and constructions works in which twenty or more workers are ordinarily employed or are proposed to be 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 which the contract work is in progress.

### **3. FIRST-AID FACILITIES**

- i) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first –aid boxed at the rate of not less than one box for 150 labour or part thereof ordinarily employed.
- ii) The first- aid box shall be distinctly marked with Red Cross on white back ground and shall contain the following equipments:
  - 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 sterilized dressings.
    2. 3 medium size sterilized dressings.
    3. 3 large size sterilized dressings.
    4. 3 large sterilized burn dressings.

5. 1 (30 ml) bottle containing a two percent alcoholic solution of iodine.
  6. (30 ml) bottle containing salvolite 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 copy of the first – aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
  10. 1 pair scissors.
  11. 1 bottle containing 100 tablets (each of 50 gms.) of aspirin.
  12. Ointment for burns.
  13. A bottle of suitable surgical antiseptic solution.
- b) For work places in which the number of contract labour exceed 50.
- Each first – aid box shall contain the following equipments :

1. 12 small sterilized dressings.
  2. 6 medium size sterilized dressings
  3. 6 large size sterilized dressings.
  4. 6 large size sterilized burn dressings.
  5. 6 (15gms) packets sterilized cotton wool.
  6. 1 (60ml) bottle containing two percent alcoholic solution iodine.
  7. 1 (60ml) bottle containing salvolite having the does and mode of administration indicated on the label.
  8. 1 rolls of adhesive plaster.
  9. snakebite lancet.
  10. (30 gms ) bottle of potassium permangate crystals.
  11. 1 pair of scissors.
  12. 1 copy of the first – aid leaflet issued by the Director General Factory Advice Service and Labour Institute / Government of India.
  13. A bottle containing 100 tablets ( each of 5 gms ) of aspirin.
  14. Ointment for burns.
  15. bottle of suitable surgical antiseptic solution.
- iii) Adequate arrangements shall be made for immediate recoument 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) The person in charge of the first – aid box shall be a person in trained in first – aid treatment in the work places where the number of labour employed is 150 or more.
- vii) In the work places where the number of labour employed is 500 or more and hospital facilities are not available within easy distance from the works , First – aid posts shall be established and run by a trained compounder . The compounder shall be on duty and shall be available at all hours when the workers are at work.
- viii) Where work places are situated in places which are not towns or cities , a suitable motor transport shall be kept readily available to carry injured person or 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, sufficient supply of cold water fit for drinking.
- ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine, drain or other sources 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. 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. 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**

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

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

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

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

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

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

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

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

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 requirement of the Public Health authorities.

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

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

ix) The contractor shall at his own cost, 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 his workmen or employees on the site. The contractor shall be responsible for payment of any charges, which may be levied by Municipal authorities for execution of such on his behalf.

## **7. PROVISION OF SHELTER DURING REST**

At every place there shall be provided, free of cost , four suitable sheds, two for meals and the other two for rest separately for the use by men and women labour. The height of each

shelter shall not be less than 3 meters 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 Sqm 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. ANTI MALARIAL PRECAUTIONS**

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

**9. AMENDMENTS**

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

(Signatures of the Tenderer)

## **CONTRACT LABOUR REGULATIONS**

### **1. SHORT TITLE**

These regulations may be called the Contractor's labour Regulations.

### **2. DEFINITIONS**

i) Workmen means any person employed by NIPER or its contractor directly or indirectly through a sub contractor with or without the Knowledge of the NIPER to do any skilled, semiskilled, or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person:

- a) Who is employed mainly in a managerial or administrative capacity: or
- b) Who being employed in a supervisory capacity draws wages exceeding Rs.2500/- per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature : or
- c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principle employers to be made up cleaned , washed, altered, ornamental finished, repaired, adopted, or otherwise processed for sale for the purpose of the trade or business of the principle employer and 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 principle employer.
- d) "Fair Wages" means wages whether for time or piece work fixed and notified under the provisions of the minimum wages act from time to time.
- e) 'Contractors' shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through labour or who supplies labour for any work and includes a sub contractor.
- f) 'Wages shall have the same meaning as defined in the Payment Of Wages Act.

3i) Normally working hours of an adult employee should not exceed 9 hrs. 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 hrs. on any day.

ii) When an adult worker is made to work for more than 9 hrs on any day or for more than 48 hrs. in a week he shall be paid overtime for the extra hours put in by him at double the ordinary rates of his wages.

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

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

c) Where a contractor is permitted by the Engineer-in-Charge to allow awoke to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the 5 days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed for the normal weekly holiday at

### **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 on the work, notices in English and in local languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wages are earned, wage periods dates of payments of wages and other relevant information .

### **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 labour in an establishment or by a contractor where less than 1000 such persons are employed shall be paid before the expiry of

seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

- iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v) All payment of wages shall be made on a working day at the work premises and during the working time and on the 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 hrs. of the last working day.
- vi) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- vii) All wages shall be paid in current coins or currency or in both
- viii) Wages shall be paid without any deductions of any kind except those specified by the central Government by generator 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 disbursement of wages shall be displayed at the work site and a copy sent by the contractor to the Engineer-in-Charge under acknowledgment.
- x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to his workmen.
- xi) The contractor shall obtain from the representative of the Engineer-in-Charge 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 col. No. \_\_\_\_\_ has been paid to the workmen concerned in my presence on \_\_\_\_\_ at \_\_\_\_\_"

## **6. FINES AND DEDUCTIONS, WHICH MAY BE MADE FROM THE WAGES**

- i) The wages of a worker shall be paid to him without any deduction of any kind except the following
  - a) Fines
  - b) Deductions for absence from duty i.e from the place or the places whereby the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
  - c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction, which he is required to account, where such damage or loss is directly attributes to his neglect or default.
  - d) Deduction for recovery of advances or for adjustment of overpayments of wages, Advances granted shall be entered in a register.
  - e) Any other deduction which the central Government may from time to time allow
- ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved by the Chief Labour Commissioner.
- iii) No fines 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 fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages , payable to him in that wage period .
- v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.
- vi) Every fine shall be deemed to have been imposed on the day of the act of omission in respect of which it was imposed.

## **7. LABOUR RECORD**

- i) The contractor shall maintain a Register of persons employed on work as per Govt. norms.



- ii) The contractor shall maintain a muster roll register in respect of all workmen employed by him on the work
- iii) The contractor shall maintain a wage register in respect of all workmen employed by him on the work.
- 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 particular of the labourers who met with accident
  - b) Rate of wages
  - c) Sex
  - d) Age
  - e) Nature and cause of accident
  - f) Time and date of accident
  - g) Date and time when admitted in hospital
  - h) Date of discharge from the hospital
  - i) Period of treatment and result of treatment
  - j) Percentage of loss of earning capacity and disability as assessed by M.O
  - 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 paid
  - n) Authority by whom the compensation was assessed
  - o) Remarks
- v) The contractor shall maintain a register of fines as per Govt. norms.  
The contractor shall display in good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed.
- vi) The contractor shall maintain a register of deductions for damages or loss as per Govt. norms.
- vii) The contractor shall maintain a register of advances as per Govt. norms.
- viii) The contractor shall maintain a register of over time

#### **8. ATTENDANCE CARD-CUM- WAGE SLIP**

- i) The contractor shall issue an attendance card cum wage slip to each workmen employed by him as per Govt. norms.
- ii) The card shall be valid for each period.
- iii) The contractor shall mark the attendance of each workmen on the card twice each day, once at the time of commencement of duty herald after the rest interval, before he actually starts work.
- iv) The card shall remain in the 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 the wages in respect of the wage period under reference.
- vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

#### **9. EMPLOYMENT CARD**

The contractor shall issue an employment card to each worker within three days of the employment of the worker.

#### **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 record.

#### **11. PRESENTATION OF LABOUR RECORD.**

All records required to be maintain under Regulations 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.

#### **12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATION OR ENQUIRY**

The labour officer or any person authorized by NIPER on its behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of fair wage clauses and the provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor in regard to such provisions.

### **13. INSPECTION OF BOOKS AND SLIPS**

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agents at a convenient time and place after notice is received or to the labour officer or any person authorized by the central govt. on his behalf.

### **14. SUBMISSION OF RETURNS**

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

### **15. AMENDMENTS**

NIPER may from time to time add or amend the regulations and on any question as to the application / interpretation or effect of these regulations, the decision of the director shall be final.

### **LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED**

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

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

### **TENDER DRAWINGS:**

Tender drawings can be consulted in the Office of Executive Engineer, NIPER, S.A.S. Nagar on any working day within the office hours

(Signatures of the Tenderer)

## PERFORMA FOR BANK GURARNTEE (PERFORMANCE)

Whereas the National Institute of Pharmaceutical Education & Research (hereinafter called NIPER which expression shall include its successors and assigns) having awarded a work order/ contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the contract ) for \_\_\_\_\_ to M/s \_\_\_\_\_ hereinafter of \_\_\_\_\_ subject to the terms and conditions contained in the contract.

Whereas the terms and conditions of the contract require the contractor to furnish a bank guarantee for Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) being \_\_\_\_\_% of the total value of the contract for proper execution and due fulfillment of the terms and conditions contained in the contract.

We, the \_\_\_\_\_ Bank, (hereinafter called the "Bank" ) do hereby unconditionally and irrevocably undertake to pay to NIPER immediately on demand in writing and without protest/ or demur all moneys payable by the contractor to NIPER in connection with the execution of and performance of the works/ equipment , inclusive of any loss, damages, charges, caused to or suffered by NIPER by reasons of any breach by the contractor contained in the contract as specified in notice of demand made by NIPER to the bank. Any such demand made by NIPER on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the bank's liability under this guarantee shall be limited to Rs. \_\_\_\_\_ in the aggregate and the bank hereby agreed to the following terms and conditions:-

I. This guarantee shall be a continuing guarantee and irrevocable for all claims of NIPER as specified above and shall be valid during the period specified for the performance of the contract including the period of maintenance/ warranty i.e. up to \_\_\_\_\_.

II. We, the said bank further agree with NIPER that NIPER shall have the fullest liberty without our consent and without affecting in any manner our obligations the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time any of the powers exercisable by contract and to bear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations of extension being granted to the contractor or for any forbearance, act or omission on the part of NIPER or any indulgence by NIPER to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties, would, but for this provision, have effect of so relieving us.

III. This guarantee/ undertaking shall be in addition to any other guarantee or security whatsoever NIPER may now or at any time have in relation to the company shall have full recourse to or enforce the security in preference to any other security or guarantee which the NIPER may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its liability. It shall not be necessary for NIPER to proceed against the said contractor before proceedings against the Bank.

IV. This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to NIPER in terms thereof and paid by the Bank

V. The bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank 'in terms hereof shall not be otherwise affected or suspended by reasons of any dispute or disputes having been raised by the contractor (whether or not pending before any arbitrator, Tribunal or court) or any denial of liability by the contractor stopping or preventing or purporting to stop or prevent any payment by the bank to NIPER in terms hereof.

We, the said bank hereby undertake not to revoke this guarantee during its currency except with the previous consent of NIPER in writing. Unless a claim is made in writing within six months from

the date of expiry of this guarantee i.e. .... We shall be relieved from all liabilities under this guarantee thereafter.

Signed

This.....day of .....20.....at.....

For and on behalf of Bank

WITNESS:

1. \_\_\_\_\_

2. \_\_\_\_\_