M/s. _____

TATA MEMORIAL CENTRE

AIDED INSTITUTE OF DEPARTMENT
OF ATOMIC ENERGY
GOVT. OF INDIA

TATA MEMORIAL HOSPITAL

DR. ERNEST BORGES MARG,
MUMBAI - 400 012.

ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER

KHARGHAR, NAVI MUMBAI - 410 210.

C O N D I T I O N S O F C O N T R A C T

(Detailed NIT : Memorandum : General, Additional & Special Conditions of Contract, Appendices)

TATA MEMORIAL CENTRE
ADVANCED CENTRE FOR TREATMENT, RESEARCH AND EDUCATION IN CANCER
Engineering Services, 2nd Floor, Khanolkar Shodhika, Kharghar, Navi Mumbai - 410 210.

TATA MEMORIAL HOSPITAL
Engineering Department, 6th Floor, Service Block, Parel, Mumbai - 400 012.

TATA MEMORIAL CENTRE

AIDED INSTITUTE OF DEPARTMENT OF ATOMIC ENERGY

GOVT. OF INDIA

CONDITIONS AND CLAUSES OF CONTRACT

INDEX

SECTION	TITLE	PAGE
-	**GENERAL GUIDELINES**	2
-	**INDEX OF CLAUSES** (General & Special Clauses of Contract)	3
1	Notice inviting tenders (N.LT.)	5
2	Item rate tender and contract for works	7
3	General Rules and Directions	9
4	Conditions of contract	11
5	**CLAUSES OF CONTRACT**	
i)	General Clauses of Contract (GCC)	13
ii)	Special Clauses of Contract (SCC)	38
6	Safety code	48
7	Safety with scaffolding (with figure 1 to 3)	49
8	MODEL RULES for the protection of health and sanitary arrangements for workers employed by DAE or its contractors.	54
9	DAE contractor's LABOUR REGULATIONS (with Appendices — Ito XIV)	58
10	**GUARANTEE BONDS / PROFORMAS**	
i)	Form of Performance Security - Bank Guarantee Bond (BG)	71
ii)	Indenture for Secured Advance	72
iii)	Guarantee Bond for Waterproofing Works	74
iv)	Guarantee Bond for Anti-termite Treatment	75
11	**SALIENT GOVERNING FEATURES OF ThE TENDER / WORK** Proforma of Schedules "A" to "F"	76
12	Specification for Work (Total)	
13	Specification of Quantities (Total)	
14	List of Drawings	

Tender paper sold to :

M/s. _____

_____

_____

Chief Engieer

IMPORTANT NOTES AND GENERAL GUIDELINES

1. This book "Conditions and Clauses Of Contract - 2008" is Standard Form for invitations of Tenders in Tata Memorial Centre

2. This book consists of Standard forms of Detailed NIT, Item Rate Tender and Contract for Works, General Rules & Directions, Conditions & Clauses of Contract, Safety Codes, Labour Regulations, Guarantee Bonds, Schedule "A" to "F" etc.

3. All the blanks in this booklet are confined to the **Salient Governing Features of the Tender / Work,** which include Notice Inviting Tenders and Schedule "A" to "F".

4. NIT / Tender approving authority need to fill-up all the blanks in **Salient Governing Features of the Tender / Work** (Which is an operative Schedule of Individual Tender) before issue of tender papers to prospective Contracting Agencies.

5. Intending tenderers need to quote their rates in Schedule "A", i.e. Financial Bid, issued with the tender papers.

6. Standard Proforma given in this booklet for Labour Regulations and Various Guarantee Bonds / Indentures for Secured Advance, are only for information and guidance. These are not to be filled in. The **Salient Governing Features of the Tender / Work** with all blanks, duly filled-in, shall be issued separately to all the intending tenderers.

INDEX OF CLAUSES

CLAUSE	TITLE OF THE CLAUSE	PAGE
SECTION – 5 (i) : GENERAL CLAUSES OF CONTRACT		
1 & 1-A	Performance Guarantee & Recovery of Security Deposit	13
2	Compensation for delay	14
3	When Contract can be determined – Powers of Engineer-in-Charge	14
3-A	Closure of Contract on non-commencement of work	15
4	Contractor liable to Pay Compensation even if action not taken under Clause - 3	15
5	Time & Extension for delay	15
6 & 6-A	Measurements of Work Done and Computerized Measurement Book	16
7	Payment on Intermediate Certificate to be regarded as Advances	17
8	Completion Certificate and Completion Plans	18
8A& 8B	Contractor to keep Site clean & Completion Plans to be Submitted by the Contractor	18
9 & 9A	Payment of Final Bill & Payment of Contractor's Bills to Banks	18
10	Materials supplied by Government	18
10A	Materials to be provided by the Contractor	19
10B-(i)	Secured Advance on Non-Perishable Materials	20
10B-(ii)	Mobilization Advance	20
10B-(iii)	Plant, Machinery & Shuttering Material Advance	20
10B-(iv)	Interest & Recovery	20
10 C	Payment on Account of increase in Prices / Wages due to Statutory Order(s)	21
10 CA	Payment due to Variation in Prices of Materials after receipt of Tender	21
10 CC	Payment due to Increase/Decrease in Prices/Wages after Receipt of Tender for Works	22
10 D	Excavated / Dismantled Materials will be Govt. property	24
11	Work to be executed in Accordance with Specifications, Drawings, Orders etc.	24
12	Deviations / Variations : Extent and Pricing	25
12.1	Time Extension due to Additional Cost over Tendered Value	25
12.2	Deviation, Extra items and Pricing	25
(a)&(b)	Deviation, Substituted items / Deviated Quantities, Pricing	25
12.5	Works treated as related to Foundation	25
13	Foreclosure of Contract due to Abandonment or Reduction in Scope of Work	26
14	Cancellation of contract in full or part (Deleted & merged with clause – 3)	26
15	Suspension of Work	26
16	Action in case of Work not done as per Specifications	27
17	Contractor Liable for Damages, defects during Maintenance period	27
18	Contractor to Supply Tools & Plants etc.	28
18-A	Recovery of Compensation paid to Workmen	28
18-B	Ensuring Payment & Amenities to Workers if Contractor fails	28
19	Labour Laws to be Complied by the Contractor	28
19-A	No Labour below 18 years.	28
19-B	Payment of Wages	28
19-C	Safety Provisions for Labour & Penalty on Default	29
19-D	Submission of Fortnightly Labour Chart by every fortnight	29
19-E	Contractor to Comply Govt. Rules on Health & Sanitary Arrangements for Workers	29
19-F	Maternity Benefit Rules (Leave and Pay)	29
19-G	Penalty for Non Compliance of Labour Regulations	30
19-H	Providing Hutment, W/S, S/I, Drainage, Sanitation etc. for Workers	30
19-I	Removal of Incompetent Workers	31
19-J	No Part of Building to be Occupied - Action on Breach thereof	31
19-K	Employment of Skilled / Semi skilled Workers	31
20	Minimum Wages Act to be Complied with	31
21	Work Not to be Sub-let / Action in Case of insolvency	31
22	Sums Payable by Way of Compensation	31
23	Changes in Firm's Constitution to be Intimated	32
24	Works to be Under Direction of Engineer-in-Charge	32
25& 25-A	Settlement of Disputes & Arbitration and No Arbitration for Decision on Sub-standard work	32

CLAUSE	TITLE OF THE CLAUSE	PAGE
26	Contractor to Indemnify TMC against Patent Rights	33
27	Lump sum Provision in Tender	33
28	Action where no Specifications are Specified	33
29	Withholding & Lien in respect of Sums due from Contractor	33
29-A	Lien in respect of Claims in Other Contracts	33
30	Employment of Coal Mining or Controlled area Labour not Permissible.	34
31&31-A	Unfiltered water supply & Departmental water supply, if available	34
32	Alternate Water arrangement	34
33	Return of Surplus Materials	35
34	Hire of Plant & Machinery - Deleted	35
35	Use of Asphaltic Materials - Deleted	35
36	Employment of Technical Staff and Employees	35
37	Levy / Taxes payable by Contractor	36
38	Conditions for Reimbursement of Levy / Taxes if Levied after Receipt of Tenders	36
39	Termination of Contract in case of Death	36
40	If Relative Working in TMC, then the Contractor not Allowed to Tender	36
41	No Officer Allowed to work as a Contractor within one Year of Retirement	36
42	Return of Materials & Recovery for Excess Material issued	36
43	Compensation during War-Like Situations	37
44	Apprentices Act - Provisions to be Complied with	37
SECTION – 5 (II) : SPECIAL CLAUSES OF CONTRACT		
1	General	38
2	Scope and Location of Work.	38
3	Site Investigations	38
4	Staking out Base Lines and Levels.	38
5	Commencement & Completion of Work and Proper Schedule.	38
6	Sequence of Work.	39
7	Co-operation With other Contractors	39
8	Co-ordination.	39
9	Approach roads & Transportation of Equipment & Materials.	39
10	Operations & Storage areas.	39
11	Contractor's Storage and Site office.	39
12	Temporary Buildings.	40
13	Traffic Interference & Inconvenience to the Public.	40
14	Drainage around the Buildings & Foundation for other Works.	40
15	Specifications and Drawings.	40
16	Samples for Materials.	41
17	Execution of Work and Inspection.	41
18	Supply of Water for Construction Purpose	41
19	Supply of Electricity for Construction Purpose	41
20	Tendered Rates.	43
21	Claims against the Contractor	43
22	Mode of Measurements	43
23	Stores & Materials at Site	44
24	Proper Drawings and Instructions	44
25	Employment of staff for Plumbing & Electrical Works	44
26	Government Labour Act	44
27	Deduction of Income Tax	44
28	Urgent Repairs	44
29	Security Regulations	44
30	Watch & ward and Lighting	45
31	Department's drawings, Specifications, Proto -Type etc	45
32	Confidential Information	45
32	(a) Patents & Patent Rights Indemnification	45
	(b) Endorsement on Fabrication Drawings for Protection of Department's interest	45

SECTION - 1 : NOTICE INVITING TENDERS *

1. Sealed item rate tenders in the prescribed form are invited on behalf of the Director, TMC for the following:

* : Please refer ***"SALIENT GOVERNING FEATURES OF THE TENDER / WORK" (SGF)*** for blanks (issued with / as the tender)

TENDER NOTICE NO.: .....

NAME OF WORK :.....		
Estimated Cost :Rs.....	E.M.D. Rs.....	Performance security / Security Deposit : ...
Date of Sale From.....to.....	Cost of Tender Documents: Rs. .....(Non-refundable)	
Date of receipt of tenders and opening of Technical Bid :		
Time of Completion : .....Months		

2. Sale of tender documents: Tender documents consisting of the plans, drawings, specifications, schedule of quantities of the various classes of work to be executed, the set of terms and conditions of contract (to be complied with by the contractor whose tender may be accepted) and other necessary documents pertaining to the work will be open for inspection by the contracting agencies and which can be seen / purchased in the office of Chief Engineer, TMC between 11.00 hrs. and 16.00 hrs. every day, except on Saturdays, Sundays and Public Holidays, on production of the following credentials / documents:

a) Proof of registration with Government. / Semi Government organisations like CPWD, MES, Railways, State PWDs etc. in appropriate class OR having experience in execution of similar nature of works.

b) Annual turnover certified by Chartered Accountants for the last 5 years. (Average annual turn over for the last 3 financial years should be atleast Rs. .....).

c) Experience of having successfully completed any of the following works during last **seven** years ending .....; (i) 3 similar works completed costing not less than Rs..... each; or (ii) 2 similar works completed costing not less than Rs..... each; or (iii) 1 similar work completed costing not less than Rs. ..... ***(Pl. Refer SGF).***

d) Latest Bank solvency certificate from any scheduled banks of Minimum Value of Rs.....

e) List of similar works in hand & works carried out by them for last 5 years indicating i) Agency for whom executed, ii) Value of work, iii) Completion time as stipulated and actual, or present position of the work.

f) List of construction plant, machinery, equipments, accessories & infrastructure facilities possessed by the agency to complete the work in time.

g) List of Technical staff they possess.

h) Performance certificates; PAN (Permanent Account Number).

Note: Similar works shall mean :..... ***(Pl. Refer SGF).***

The Tender Documents can be purchased, during the period of sale, on payment of prescribed fee (non-refundable) paid in cash or in the form of pay order or crossed Demand draft from any of the scheduled banks, payable in favour of Accounts Officer, TMC A set of drawings, if specified, will be supplied alongwith tender documents, and it will be obligatory on the part of all the tenderers to return the tender drawings at the time of opening of tenders.

3. Submission of Tender & Opening: Tenders, which should always be placed in sealed envelope in single or two bids as specified in the NIT and submitted accordingly indicating SINGLE BID or FINANCIAL BID & TECHNICAL BID as the case may be and with the name of work and due date written on the envelopes and the same shall be received upto 15 00 hours or as indicated in the NIT, in the office of the Chief Engineers TMC Unless otherwise specified Technical Bids of the two bids tender will be opened on the same day at 1530 hrs (and Financial bids of the tender will be opened at a later date to be notified and communicated to the tenderers subsequently or as indicated in the NIT) in the presence of tenderers who desire to be present In case the date of receipt and opening of tender is declared holiday by Tata Memorial Centre for any reason the tenders will be received / opened on the next working day.

4. Completion period: The time allowed for carrying out the work shall be ..... It shall be reckoned from 15th day of the date of issue of work order for works having stipulated time limit of more than 3 months and for all other works, it shall be reckoned from the date of issue of work order.

5. **Earnest Money Deposit** (E.M.D.) of Rs. ..... in cash upto Rs. 10,000/- in the form of Department's receipt / Demand Draft / Pay Order / Banker's cheque / Fixed Deposit Receipt (FDR), issued by a Scheduled Bank, drawn in favour of Accounts Officer, TMC

NOTE: EMD in the form of Cheques will not be accepted. However, 50% of Earnest Money or Rs.20 Lakhs, whichever is less, will have to be deposited in the form prescribed above and balance amount of earnest money can be accepted in the form of Bank Guarantee (BG) issued by a Scheduled Bank.

6. **Performance guarantee:** The tenderer, whose tender is accepted, will be required to furnish performance guarantee of 5% of the tendered amount within the period specified in Schedule "F". This guarantee shall be in the form of Department's cash receipt (in case guarantee amount is less than Rs.10,000/-) or Deposit at call receipt / Demand Draft / Pay Order / Banker's cheque issued by a Scheduled Bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities / Fixed Deposit Receipt (FDR) or Guarantee Bonds of any Scheduled Bank or The State Bank of India in accordance with the prescribed form.

7. **Acceptance of Tender:** The competent authority, on behalf of Director, TMC does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all the tenders received, without assignment of any reason. All tenders, in which any of the prescribed condition is not fulfilled or any condition, including that of conditional rebates is put forth by the tenderer, shall be summarily rejected.

The Competent Authority, on behalf of the Director, TMC reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

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

8. **Condition for tender submission:** The tenderer shall give a list of persons in TMC, who are related to him. The contractor shall not be permitted to tender for works in the Department (responsible for award and execution of contracts) in which his near relative is posted as equivalent to Accounts Officer or as an officer in the capacity of grades Scientific Officer / "C and above. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any officer in Tata Memorial Centre. Any breach of this condition by the contractor would render him liable to be barred from tendering in this TMC.

No Engineer employed in Engineering or Administrative duties in an Engineering Department of the TMC, is allowed to work as a contractor for a period of ons year after his retirement from TMC. Services, with out the previous permission of the TMC. in writing. This contract is liable to be cancelled it either the contractor or any of his employees is found at anytime to be such a person who had not obtained the permission of the TMC as aforesaid before submission of the tender or engagement in the contractor's service.

9. **Validity of Tender:** The tender for the work shall remain open for acceptance for a period of **120 days from the last date of submission of tenders.** If any tenderer withdraws his tender before the said period, or issue of Letter of Intent, whichever is earlier or makes any modifications in the terms and conditions of the tender which are not acceptable to TMC then the TMC shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money absolutely. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.

10. **Site visit by the tenderer before tendering:** Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

11. **Tenderer's responsibilities:** The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice & all other contract documents, and has made himself aware of the scope & specifications of the work to be done and local conditions and factors having a bearing on the execution of the work.

12. **Tender documents & signing of contract:** The Notice Inviting Tender shall form a part of the contract document. 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 all conditions, specifications and drawings, if any, forms the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

12. **Canvassing,** either directly or indirectly, in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

13. **The terms** 'Municipal Corporation, Electricity Boards etc. indicated in this tender shall also represent the 'Local statutory authority'/ 'State Govt.'/ 'Union Territory' etc., for works at different station.

Signature of the officer inviting tender
For and on behalf of the Director, TMC

SECTION - 2 : ITEM RATE TENDER & CONTRACT FOR WORKS

A) Tender for the work of.....
.....

i) To be submitted by .....hours (time) on .....(date) to .....

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

Issued to M/s.....

Signature of officer issuing the documents.....

Designation: .....

Date of issue: .....

TENDER

I / We have read and examined the Notice Inviting Tender, Salient Governing Features of the Tender / Work including Schedules A, B, C, D, E & F, Specifications, Drawings and Designs, General Rules & Directions, General Clauses of Contract, Special Clauses of Contract and other documents and rules referred to in the Conditions of Contract and all other contents in the tender documents for the work.

I / We, hereby tender for execution of the work specified for Director, TMC within the time specified in Schedule "F", viz., Schedule of Quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1 of General Rules and Directions and in Clause -11 of General Clauses of Contract and with such materials as are provided for by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **one hundred twenty (120) days** from the last date of us submission and not to make any modifications in its terms and conditions.

A sum of Rs. ..... has been deposited in cash / fixed deposit receipt of scheduled bank / demand draft of a scheduled bank /as earnest money. If I / we, fail to furnish the prescribed performance guarantee within prescribed period, I / we agree that the said Director, T M C or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I / we fail to commence work as specified, I / we agree that Director, T M C or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty lo forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such

deviations as may be ordered, upto maximum of the percentage mentioned in Schedule "F" those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I / We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I / We shall be debarred for participation in the re-tendering process of the work.

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

Signature of Contractor
Postal Address

Dated

Witness

Address

Occupation

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Director, T M C for a sum of Rs...../- (Rupees .....).

The letters referred to below shall form part of this contract Agreement.

a)

b)

c)

For & on behalf of the Director, TMC

Signature

Dated .....

Designation

* * *

SECTION-3 : GENERAL RULES AND DIRECTIONS

1. NIT & its contents: All works proposed for execution by contractor will be notified in a form of invitation to tender posted in public places and signed by the officer inviting tender or by publication in News papers as the case may be.

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

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

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

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

It will be obligatory on the part of the tenderer to sign all the pages of tender documents affixing his stamp. The tenders are to be on the prescribed form of TMC. All rates shall be quoted on the proper form of the tender alone. All corrections shall be attested by the dated initials of the tenderer. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.

If it is found that the tender is not submitted in proper manner or contains too much corrections and/or absurd rates or amount, it would be open for the TMC to take suitable disciplinary action against the Contractor.

4. Opening of tenders: The officer inviting tender or his duly authorised assistant will open tenders in the presence of any intending tenderers who may be present at the time, and will enter the amount of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall thereupon be given to the tenderer who shall thereupon for the purpose of identifications sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money shall thereupon be returned to the tenderer remitting the same, without any interest.

5. Department's receipt for any money paid; The receipt of an accountant or clerk for any money paid by the tenderer will not be considered as any acknowledgment of payment to the officer inviting tender and the tenderer shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorised cashier.

6. Signing of Memorandum & Schedule of Materials: The memorandum of work tendered for and the schedule of materials to be supplied by the Department and their issue rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.

7. Declaration by tenderer: The tenderers shall sign a declaration under the Official Secret Act-1923 for maintaining secrecy of the tender documents, drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.

8. Guidelines for quoting the rates: All rates shall be quoted on the prescribed tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words, and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in word. In case of figures, the words "Rs." should be written before the figures of rupees and word "P" after the decimal figures, e.g. "Rs. 2.15 P". and in case of words, the word, "Rupees" should precede and the word "Paise" should be written at the end. Unless the rate is in whole rupees followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

9. Quoted rates to includes all taxes: Sales tax, VAT, Purchase tax or any other tax on materials in respect of this contract, including state Sales tax and Turnover tax on transfer of property as per Works Contract Act etc. if any, shall be payable by the contractor and TMC will not entertain any claim whatsoever in respect of the same.

As per the directives of the Sales Tax Authorities, the tax due at the rates notified by the State Government from time to time, shall be deducted from the bills payable to the Contractors, for which TDS certificate shall be issued by the Department.

10. Filling-up of Financial Bid: Unless otherwise called for, any tender containing percentage below / above the estimated cost put to tender is liable to be rejected. All rates shall be quoted on the tender form by the tenderers in figures and words shall be accurately filled in, so that there is no discrepancy in the rates written in figures and in words. The amount for each item should be worked out and requisite totals given. However,

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

ii) If a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct.

iii) If the amount of an item is not worked out by the tenderer, or it does not correspond with the rate written either in figures or in words, then the rates quoted by the tenderer in words shall be taken as correct.

iv) Where the rate quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rate quoted by the tenderer will, unless otherwise proved, be taken as correct and not the amount.

v) In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this / these item(s) in other items and rate for such item(s) will be considered as **zero** and work will be required to be executed accordingly.

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

12. Furnishing of PG & SD on acceptance of Tender: The tenderer, whose tender is accepted, will be required to furnish performance guarantee of 5% of the tendered amount within the period specified in Schedule "F". This guarantee shall be in the form of Department's cash receipt (in case guarantee amount is less than Rs.10,000/-) or Deposit at call receipt / Demand Draft / Pay Order / Banker's cheque issued by a Scheduled Bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities / Fixed Deposit Receipt (FDR) or Guarantee Bonds of any Scheduled Bank or The State Bank of India in accordance with the prescribed form.

ii) The tenderer, whose tender is accepted, will also be required to furnish by way of Security Deposit for fulfillment of his contract, an amount equal to 5% of the tendered value of the work. The security deposit will be collected by deduction from the running bills of the contractors at the rates mentioned above and EMD deposited at the time of tender, will be treated as a part of the security deposit. The security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt (FDR) of a Scheduled bank will also be accepted for this purpose, provided confirmatory advice is enclosed.

13. Contractor to depute his representative at site: The successful tenderer for the work should have responsible and responsive officer with adequate powers to take speedy decisions during the entire period of execution at the Work place. On acceptance of the tender, the name of the accredited representative(s) of the contractor, who would be responsible for taking instructions from the Engineer-in-Charge, shall be communicated in writing to the Engr-in-Charge.

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

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

Name of work	Name & address of the establishment under whom the work is being executed	Value of the work	Completion time as per the contract	Position of the works in progress	Remarks
1	2	3	4	5	6

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

SECTION - 4 : CONDITIONS OF CONTRACT

DEFINITIONS :

1. The **'Contract'** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Competent authority on behalf of the Director, T M C and the Contractor together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

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

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

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

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

iv) The **'President'** means the Director, T M C and his successors.

v) The **'Engineer-in-Charge'** means the Engineer / Officer, who shall supervise and be in charge of the work

vi) **'Government'** or **'Government of India'** shall mean the Director, TMC.

vii) **'Temporary Work'** means all temporary works of every kind required in or about the execution, completion and maintenance of the works.

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

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

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

(xi) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers.

(xii) **Department** means any of its Unit (s) of TMC which invites tenders on bahalf in Director, TMC in schedule "F".

(xiii) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.

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

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

4. Headings to these General / Special Clauses of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

5. The contractor shall be furnished, one certified copy of the contract documents standard specifications, Schedule of quantities and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

6. Works to be Carried out: The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognised principles.

7. Sufficiency of Tender: The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

8. Discrepancies and Adjustment of Errors: The several documents forming the Contact are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and Special Clauses in preference to General Clauses.

8.1 **In the case of discrepancy** between the schedule of Quantities, the Specifications and / or the drawings, the following order of preference shall be observed :-

(i) Description of Schedule of Quantities.

(ii) Particular Specifications and Special Clauses, if any.

(iii) Drawings.

(iv) Departmental Specifications

(v) C.P.W.D. Specifications.

(vi) Indian Standard Specifications of B.I.S.

8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract. the works

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

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

(ii) Standard TMC Form as mentioned in Schedule `F' consisting of :

a. Various standard clauses with corrections upto the date stipulated in Schedule `F' alongwith annexures thereto.

b. Safety Code.

c. Model Rules for the protection of health, sanitary arrangements for workers employed by TMC or its contractors.

d. Contractor's Labour Regulations.

e. List of Acts and omissions for which fines can be imposed.

(iii) No payment for the work done will be made unless contract is signed by the contractor.

* * *

SECTION - 5 : CLAUSES OF CONTRACT

SECTION – 5 (j) : GENERAL CLAUSES OF CONTRACT (GCC)

CLAUSE 1 : PERFORMANCE GUARANTEE

i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and / or without prejudice to any other provisions in the contract) within period specified in **Schedule "F"** from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-charge upto a maximum period as specified in **Schedule "F"** on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-charge.

This guarantee shall be in the form of Department's cash receipt (in case guarantee amount is less than Rs. 10,000/- or Demand Draft / Pay Order / Banker s cheque / Deposit at call receipt issued by a Scheduled Bank (in case guarantee amount is less than Rs 1 00 000/) or Government Securities / Fixed Deposit Receipt (FDR) or Guarantee Bonds (BG) of any Scheduled Bank or The State Bank of India in accordance with the form annexed as Section 10 (i) hereto In case a fixed deposit receipt of any Bank is furnished by the contractor to the TMC 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 TMC to make good the deficit.

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

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

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

(b) Failure by the contractor to pay Director, TMC 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 under provisions of any of the clause / condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Director, TMC

CLAUSE 1-A: RECOVERY OF SECURITY DEPOSIT :

The person(s) whose tender may be accepted (hereinafter called the contractor) shall permit TMC at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum alongwith the sum already deposited as earnest money will amount to security deposit of 5% of the tendered value of the work Such deductions will be made and held by TMC by way of Security Deposit unless he has 1 they have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or Fixed Deposit Receipts. In case a fixed deposit receipt of any bank is furnished by the contractor to the TMC 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 TMC to make good the deficit.

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

Security Deposit as deducted above can be released against Bank Guarantee issued by a Scheduled Bank on its accumulation to a minimum of Rs.5 Lakhs subject to the condition that amount of such Bank Guarantee, except last one, shall not be less than Rs.5 Lakhs.

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

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

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

CLAUSE 2 : COMPENSATION FOR DELAY :

If the contractor fails to maintain the required progress in terms of clause-5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the Law to the Govt. on account of such breach, pay as agreed compensation the amount calculated at the rate 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 TMC, In case, the contractor does not achieve a particular milestone mentioned in **Schedule "F"**, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent mitestone (s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

CLAUSE 3 : WHEN CONTRACT CAN BE DETERMINED : POWERS OF ENGINEERS-IN-CHARGE:

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

i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman-like manner shall omit to comply with the requirements of such notice for a period of 7 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 continue to do so after a notice in writing of 7 days from the Engineer-in-Charge.

iii) If the contractor fails to complete the work 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 TMC service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for TMC

(vi) If the contractor shall enter into a contract with TMC in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.

(vii) It the contractor shall obtain a contract with TMC as a result of wrong tendering or other non-bonafide methods of competitive tendering.

(viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

(x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

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

(xii) If the work is not started by the contractor within I / 8th of the stipulated time.

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

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

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 unexecuted 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 reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

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

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

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

CLAUSE 5 : TIME AND EXTENSION FOR DELAY:

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

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

5.2 If the work(s) be delayed by:

i Force majeure, or
ii abnormally bad weather, or
iii serious loss or damage by fire, or
iv civil commotion, local commotion of workmen, strike or lock out, affecting any of the trades employed on the work, or
v delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
vi non-availability of stores, which are the responsibility of TMC to supply or
vii non-availability or break down of tools and plant to be supplied or supplied by TMC
viii any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

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

5.3 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within 14 days of the happening of the event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

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

CLAUSE 6 : MEASUREMENTS OF WORK DONE :

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

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

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

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

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

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

The contractor shall give, not less than 7 days notice to the Engineer-in-Charge or his authorised representative in-charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorised representative in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

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

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

CLAUSE 6-A : COMPUTERISED MEASUREMENT BOOKS:

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

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

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

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

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered alongwith one spare copy of the bill. Thereafter, this bill will be processed by the Office and allotted a number as per the computerized record in the same way as is done for the measurement book meant for measurements.

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

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

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

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

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

CLAUSE 7 : PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES :

No payment shall be made for work estimated to cost Rs.20,000/- or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs.20,000/-, the interim or running account bill shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment / adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in **Schedule "F"**, in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurement of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his representative together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge, the period of 10 working days will be extended to 15 working days.

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

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

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

CLAUSE 8 : COMPLETION CERTIFICATE & COMPLETION PLANS :

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

8. A : CONTRACTOR TO KEEP SITE CLEAN : When the annual repair and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc. on wall, floors, doors, windows etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give **10** days notice in writing to the contractor.

8. B : COMPLETION PLANS TO BE SUBMITTED BY THE CONTRACTOR: The contractor shall submit completion plan required as per Specifications for Electrical works as applicable within 30 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 2.50% of the value of the work subject to a ceiling of Rs.15,000/- as may be fixed by the Engineer-in-Charge and in this respect the decision of the Engineer-in-Charge shall be final and binding on the contractor.

CLAUSE 9 : PAYMENT OF FINAL BILL:

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

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

CLAUSE 10 : MATERIALS SUPPLIED BY GOVERNMENT : Materials which Government will supply are shown in **Schedule 'B'** which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-Charge.

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

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

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

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

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

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

CLAUSE 10A: MATERIALS TO BE PROVIDED BY THE CONTRACTOR

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

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

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

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

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

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

CLAUSE 10B: ADVANCES:

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

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

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

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

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

iii) PLANT, MACHINERY & SHUTTERING MATERIAL ADVANCE: An advance for plant, machinery & shuttering material required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery, which in the opinion of the Engineer-in-Charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be **restricted to 5% percent of the tender value.** In the case of new plant and equipment to be purchased for the work, the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-Charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer-in-Charge. The contractor shall, if so required by the Engineer-in-Charge, submit the statement of value of such old plant and equipment duly approved by a Registered Valuer recognised by the Central Board of Direct Taxes under the Income-Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs. 50,000/-. 75% of such amount of advance shall be paid after the plant & equipment is brought to site and balance 25% on successfully commissioning the same.

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

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

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

(a) are considered by the Engineer-in-Charge to be necessary for the works; and

(b) are in working order and are maintained in working order;

(c) hypothecated to the TMC as specified by the Engineer-in-Charge before the payment of advance is released.

The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer-in-Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum. For this purpose, steel scaffolding and form work shall be treated as plant and equipment.

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

(iv) INTEREST & RECOVERY

The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 10% per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first 10% of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time 80% of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount upto the date of recovery of the installment.

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

CLAUSE 10C : PAYMENT ON ACCOUNT OF INCREASE IN PRICES / WAGES DUE TO STATUTORY ORDER(S) :

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

If after submission of the tender, the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and / or wages of labour is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes in sales tax / VAT) and such decrease in the prices and / or wages prevailing at the time of the last date of receipt of the tender for the work. TMC shall in respect of materials incorporated in the works (not being materials supplied from the Engineer-in-Charge's stores in accordance with Clause 10 hereof) and / or labour engaged on the execution of the work after the date of coming into force of such law, statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and / or wages as prevailed at the time of the last date of receipt of tenders for the work and the prices of materials and / or wages of labour on the coming into force of such law, statutory rule or order.

The contractor shall for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorised representative of the TMC and further shall, at the request of the Engineer-in-Charge may require any documents so kept and such other information as the Engineer-in-Charge may require.

The Contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such 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 any period shall be the percentage as specified in Schedule F, of the value of work done during that period.

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

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

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

The increase / decrease in prices shall be determined by the All India Wholesale Price Indices of materials as published by Economic Adviser to Government of India, Ministry of Commerce and Industry and base price for materials as issued under the authority of Chief Engineer / tender approving authority as valid on the last date of receipt of tender and for the period under consideration. In case, price index of a particular material is not issued by Ministry of Commerce & Industry, then the price index of nearest similar material as indicated in **Schedule "F"** shall be followed.

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

Adjustment for component of individual material:

$$V = P \times Q \times \frac{CI - Clo}{Clo}$$

Where,

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

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

Q : Quantity of material used in the works since previous bill.

Clo : All India whole sale price index for the material as Published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last date of receipt of tenders.

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

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

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

CLAUSE 10 (CC) : PAYMENT DUE TO INCREASE / DECREASE IN PRICES / WAGES AFTER RECEIPT OF TENDER FOR WORKS:

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

(i). The base date for working out such escalation shall be the last date of receipt of tenders.

(ii). The cost of work on which escalation will be payable shall be reckoned as below:

a) Gross value of work done upto this quarter .....(A)

b) Gross value of work done upto the last quarter.....(B)

c) Gross value of work done since previous quarter (A-B) : .....(C)

d) Full assessed value of Secured Advance fresh paid in this quarter .....(D)

e) Full assessed value of Secured Advance recovered in this quarter: .....(E)

f) Full assessed value of Secured Advance for which escalation is .....(F)
payable in this quarter (D-E).

g) Advance payment made during this quarter .....(G)

h) Advance payment recovered during this quarter .....(H)

i) Advance payment for which escalation is payable in this quarter (G-H).....(I)

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

Then, M = C + F + I - J

N = 0.85 x M

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

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

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

(iii). Components of Cement, Steel, Materials, Labour, P.O.L., etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in **Schedule "E".** The decision of the Engineer-in-Charge in working out such percentages shall be binding on the contractors.

(iv). The compensation for escalation for Cement, Steel, Materials, P.O.L. shall be worked as per the formulae given below :

a) Adjustment for component of "Cement"

$V_c = W \times (X_c / 100) \times \{(CI - CI_0) / CI_0\}$

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

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

X_c: Component of cement expressed as percent of the total value of work.

CI: All India Whole Sale Price Index for Cement for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce.

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

CI_0: All India Whole Sale Price Index for Cement as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce as valid on the last date of receipt of tenders.

b) Adjustment for component of "Steel"

$V_S = W \times (X_S / 100) \times \{(SI - SI_0) / SI_0\}$

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

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

X_S: Component of steel expressed in percent to the total value of work.

SI: All India Whole Sale Price Index for Steel (Bar & Rods) for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce. However, the price index shall be minimum of the following :

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

ii) Index for the month in which half of the stipulated contract period is over.

iii) Index for the period under consideration.

For the justified period extended under the provision of clause – 5 of the contract, without any action under clause-2, the same principal as for the period within stipulated period of completion, will apply.

SI_0: All India Whole Sale Price Index for Steel (Bar & Rods) published by the Economic Adviser to Government of India, Ministry of Industry & Commerce, as valid on the last date of receipt of tender.

c) Adjustment for Civil component (Except cement & steel) / Electrical component of construction Materials:

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

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

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

X_M: Component of Materials expressed as percent of the total value of work.

MI: All India Whole Sale Price Index for civil component / electrical component * of construction material as worked out on the basis of All India Whole Sale price Index for individual commodity / group items for the period under consideration as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and applying weightages to the individual commodities / group items.

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

MI_0: All India Whole Sale Price Index for Civil component / Electrical component * of construction material as worked out on the basis of All India Whole Sale price Index for individual Commodities / Group Items valid on the last date of receipt of tender, as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce and applying weightages to the individual commodities / Group items.

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

d) Adjustment for component of "POL"

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

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

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

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

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

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

FI_0: All India Whole Sale Price Index for Fuel, Oil and Lubricant valid on the last date of receipt of tender.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CLAUSE 10D : EXCAVATED / DISMANTLED MATERIAL WILL BE TMC PROPERTY:

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

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

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the Standard Specifications for Works of TMC and / or as specified in **Schedule "F"** or in any Bureau of Indian Standard or any other, published standard or code or any other printed publication referred to elsewhere in the contract.

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

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

CLAUSE 12 : DEVIATIONS / VARIATIONS : EXTENT AND PRICING:

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

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

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

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

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

In the case of substituted items, the rate for the agreement items (to be substituted) and substituted item shall also be determined in the manner as mentioned in the **following** para.

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

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

DEVIATION, DEVIATED QUANTITIES, PRICING: In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in **Schedule "F"**, the contractor may within **15 days** of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

12.3: The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in **Schedule "F"**, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within **15 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 **15 days** having regard to the market rates.

12.4 The contractor shall send to the Engineer-in-Charge once every **3 months** an upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge, which he has executed during the preceding quarter, failing which the contractor shall be deemed to have waived his right. However, the Engineer-in-Charge may authorise consideration of such claims on merits.

12.5: For the purpose of operation of **Schedule "F"**, the following works shall be treated as works relating to foundation.

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

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

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

iv) For roads: all items of excavations and filling including treatment of sub-base and soling work.

v) For water supply lines, sewer lines, under ground SWD & similar works: all items of work below ground level except items of piping work.

vi) For open storm water drains: all items of work except lining of drains.

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

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

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

ii) TMC shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided however, TMC shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by TMC cost of such materials as detailed by Engineer-in-charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

iii) If any materials supplied by TMC are rendered surplus, the same except normal wastage shall be returned by the contractor to Government at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to TMC stores, if so required by TMC shall be paid

iv) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

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

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

CLAUSE 14 : CANCELLATION OF CONTRACT IN FULL OR PART : (Deleted & merged with clause– 3)

CLAUSE 15 : SUSPENSION OF WORK :

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

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

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

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

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

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

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

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

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

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

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

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

If it shall appear to the Engineer-in-charge or his authorised subordinates in-charge of the work or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lakh and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default

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

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

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

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

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

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

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

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

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

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

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

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

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

CLAUSE 19A: NO LABOUR BELOW 18 YEARS : No labour below the age of **18 (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 not less than fair wages as defined in the Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

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

iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with the Contractor Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisely mad., 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 at the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, wherever applicable.

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

iv-b) Under the provisions of the minimum wages act 1948 and the minimum wages (Central) Rules, 1950, the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the works one day's rest for six days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holiday to any labourer, and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge.

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

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

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

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

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

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

CLAUSE 19D : SUBMISSION OF LABOUR CHART BY EVERY FORTNIGHT : The contractor shall submit, by the 4th and 19th of every month, to the Engineer-in-Charge, a true statement showing, in respect of the second half of the preceding month and the first half of the current month respectively.

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

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

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

CLAUSE 19F: MATERNITY BENEFIT RULES :

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 upto and including the day of delivery and 4 weeks following that day.

ii) **In the case of miscarriage :** upto 3 weeks from the date of miscarriage.

2) **PAY :**

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

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

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

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

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

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

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

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

1. a) The minimum height of each hut at the eaves level shall be 2.10 m (7'-0") and the floor area to be provided will be at the rate of 2.7 Sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.

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

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

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

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

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

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

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

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

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

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

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

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

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

CLAUSE 19I : REMOVAL OF INCOMPETENT WORKERS : The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

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

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

CLAUSE 19K: EMPLOYMENT OF SKILLED / SEMI SKILLED WORKERS

The contractor shall, at all stages of work, deploy skilled I semi skilled tradesmen who are qualified and possess certificate in particular trade from Industrial training institute / National Institute of Construction Management and Research (NICMAR)/ 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 alongwith 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 20: MINIMUM WAGES ACT TO BE COMPILED WITH:

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

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

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

CLAUSE 22 : SUMS PAYABLE BY WAY OF COMPENSATION :

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

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

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

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

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

CLAUSE 25 : SETTLEMENT OF DISPUTES & ARBITRATION:

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

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

If the **Engineer-in-Charge** fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the **Engineer-in-Charge**, the contractor may, within 15 days of the receipt of **Engineer-in-Charge's** decision, appeal to the **Chief Engineer,** who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The **Chief Engineer** shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with his decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the **Director** TMC for appointment of arbitrator, failing which the said decision shall be final, binding and conclusive and not referable to adjudication by the arbitrator.

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

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along-with the notice for appointment of arbitrator and giving reference to the rejection by the **Director TMC** of the appeal.

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

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

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

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

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

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

CLAUSE 25A : NO ARBITRATION FOR DECISION ON SUB-STANDARD WORK : The decision of Chief Engineer regarding the quantum or reduction as well as justification thereof in respect of rates for sub-standard work which may be decided to be accepted will be final and would not be open to arbitration.

CLAUSE 26 : CONTRACTOR TO INDEMNIFY TMC AGAINST PATENT RIGHTS :

The contractor shall fully indemnify and keep indemnified the Director TMC 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 TMC in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the Director TMC 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 PROVISION IN TENDER:

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

CLAUSE 28 : ACTION WHERE NO SPECIFICATIONS ARE SPECIFIED :

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

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

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

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

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

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

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

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the T M C will be kept withheld or retained as such by the Engineer-in-Charge or the T M C or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be, and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money 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 T M C 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 exemption of Section 74 of Indian Contract Act, 1872.

Explanation — "Controlled Area" means the following areas:

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

Any other area which may be declared as Controlled area by or with the approval of the T M C

CLAUSE 31 : UNFILTERED WATER SUPPLY:

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

i) that the water used by the contractor(s) shall be fit for construction purposes, to the satisfaction of the Engineer-in-Charge.

ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of the contractor (s) if the arrangement made by the contractor (s) for procurement of water or in the opinion of the Engineer-in-Charge, unsatisfactory.

CLAUSE 31-A : DEPARTMENTAL WATER SUPPLY IF AVAILABLE:

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

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

ii) The contractor (s) shall make his / their own arrangement of water connection and laying of pipe line from existing main of source of supply.

iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on contractor (s) to make alternative arrangement for water at his / their own cost in the event of any temporary break-down in the T M C water main so that the progress of his / their work is not held-up for want of water. No claim of damage or refund of water charges will be entertained on account of such break-down.

CLAUSE 32 : ALTERNATE WATER ARRANGEMENT :

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

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

CLAUSE 33 : RETURN OF SURPLUS MATERIALS :

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

CLAUSE 34 : Hire of plant and machinery : DELETED.

CLAUSE 35 : Use of asphaltic materials : DELETED

CLAUSE 36 : EMPLOYMENT OF TECHNICAL STAFF AND EMPLOYEES:

Contractors Superintendence, Supervision, Technical Staff & Employees

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

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative (s) who will be supervising the work. Minimum requirement of such technical representative (s) and their qualifications and experience shall not be lower than specified in **Schedule "F".** The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such 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 more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is / are effectively appointed or is / are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in **Schedule "F"** and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked / test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint 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) 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 Substitute.

CLAUSE 37 LEVY / TAXES PAYABLE BY CONTRACTOR:

(i) Sales Tax / VAT or any other tax on materials in respect of this contract shall be payable by the contractor and TMC shall not entertain any claim whatsoever in this respect.

(ii) The contractor shall deposit royally and obtain necessary permit as required for supply of the sand, aggregate, stone etc. from local authorities.

(iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the TMC and does not any time become payable by the contractor to the State TMC 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 TMC and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor

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

i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment) Act 1982, if any further tax or levy is imposed by State, after the last date of the receipt of tender and the contractor thereupon necessarily and properly pays such taxes / levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Engineer-in-Charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the TMC 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 (46th 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 IN CASE OF DEATH :

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

CLAUSE 40 : IF RELATIVE WORKING IN TMC THEN THE CONTRACTOR NOT ALLOWED TO TENDER :

The contractor shall not be permitted to tender for works in the TMC (responsible for award and execution of contracts) in which his near relative is posted as AAO / AO or as an officer in any capacity in the grade SO"C" & above. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any TMC Officer in the TMC. Any breach of this condition by the contractor would render him liable to be barred to tender in the

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

CLAUSE 41: NO OFFICER ALLOWED TO WORK AS A CONTRACTOR WITHIN ONE YEAR OF RETIREMENT:

No officer employed in engineering or administrative duties in an Engineering Department of the TMC shall work as a contractor or employee of a contractor for a period of one year after his retirement from TMC service without the previous permission of TMC 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 TMC as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

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

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

(a) Quantity of cement shall be calculated on the basis of quantity of cement required for different items of work as per the statement in the Specifications / approved designs of mixes for concrete and / or on the basis of standard approved by the Department. In case any item is executed for which standard constants for the consumption of cement are not available in the above mentioned Specification, CPWD Standard Norms shall be followed, or the same shall be calculated on the basis of standard formula to be laid down by the Chief Engineer / HOD. Permissible variation shall be as specified in the **Schedule "F".**

(b) The provisions of the foregoing sub-clause shall apply Mutatis-Mutandis in the case of steel reinforcement or structural steel sections, except that the theoretical quantity of steel shall be taken as the quantity required as per design or as authorised by the Engineer-in-Charge, including authorised variation (lappages), plus wastage due to cutting into pieces. Permissible variation / wastage shall be as specified in the **Schedule "F".**

(c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter-wise & category-wise.

(d) For any other material as per actual requirements.

(ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in **Schedule 'F'.** The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorised variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-charge to this effect shall be recovered at the rates specified in Schedule 'F', without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used 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 TMC 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 SITUATIONS :

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

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

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the 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 thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Chief 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.

Signature of the Contractor &
SEAL

Signature of the Chief Engineer
FOR AND ON BEHALF OF THE DIRECTOR TMC

* * *

SECTION-5(ii) : SPECIAL CLAUSES OF CONTRACT

1. GENERAL :

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

2. SCOPE AND LOCATION OF WORK : *(Pl. refer to Schedule "A")*

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

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

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

3. SITE INVESTIGATIONS :

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

4. STAKING OUT BASE LINES AND LEVELS :

The contractor shall establish at site the lay out of the building/road etc. for the work from base lines and grids established by the Department and shall be responsible for all measurements in connection therewith. The contractor shall, at his own expenses, furnish all stakes, templates, platform, equipments, ranges and labour that may be required in setting out or laying out any part of the work. The contractor shall be held responsible for the proper execution of the work to such lines, levels and grids as may be established or indicated on the drawings and specifications. The contractor shall check the bench marks and stakes existing at the site for laying out lines and levels.

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

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

5. COMMENCEMENT AND COMPLETION OF WORK AND PROPER SCHEDULE :

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

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

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

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

Sl. No.	Item of work	Scheduled progress for the month	Actual short-fall if any	Reasons for short-fall	Steps taken to make-up the short-fall

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

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

7. CO-OPERATION WITH OTHER CONTRACTORS : The contractor shall extend all facilities and give complete co-operation for the execution of various connected works, if required to be carried out simultaneously **by other agencies,** while his own work is in progress. The co-ordination will be effected in consultation with the Engineer-in-Charge of the work. Other contractors are also likely to be authorised by the Department to work in the same area during the construction stage of the work.

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

The contractor shall afford all facilities :

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

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

c) For using approach road etc. by the other contractors.

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

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

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

9. APPROACH ROADS AND TRANSPORTATION OF EQUIPMENT & MATERIALS : Contractor will be permitted to use the existing roads in the establishment area for the purpose of transporting equipment and materials and for use of labour etc. The Engineer-in-Charge, however, will not undertake to provide any approach roads to the actual site of work. It shall be the entire responsibility of the contractor to provide and maintain such temporary approach roads including cross drainage works if any at his own cost for the purpose of movement of men, materials and equipment. Layout of such approach roads shall be submitted to Engineer-in-Charge for his approval before undertaking the construction of the same. Such approach roads shall be made available to other agencies for carrying out the work in the same area in consultation with the Engineer-in-Charge of the works without any cost.

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

11. CONTRACTOR'S STORAGE AND SITE OFFICE : Suitable area near the site of work shall be allocated to the contractor, @ Re.1/- per month as token compensation, for storing his equipment, plant, materials etc. and for his site office and cement godown. He will, however, be solely responsible for watching or guarding his property and materials issued to him by the Department. Contractor shall cover all materials at site with requisite insurance against theft, larceny, dacoits, fire tempest and flood. He, however, will have to dismantle the shed and vacate the land after the receipt of due notice from the Engineer-in-Charge if the same is obstructing any work.

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

12. TEMPORARY BUILDINGS : Warehouse, shed, workshop and office facilities as required by the contractor shall be provided by him at his own expense. Area for the same will be made available by the Department @ Re.1/- per month as token compensation. Prior approval of the Engineer-in-Charge shall be obtained in respect of location and layout and details of those buildings. After the work is over, all these temporary facilities shall be removed by the contractor at his own expense to the satisfaction of the Engineer-in-Charge within 10 days from the date of completion.

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

13. TRAFFIC INTERFERENCE & INCONVENIENCE TO THE PUBLIC : The contractor shall so conduct his operations as to interfere as little as possible with the traffic/public. When interference to traffic is inevitable, a notice of such interference shall be given to the Engineer-in-Charge well in advance (at least 2 days) at any stage, if it becomes necessary to divert the traffic, the contractor shall obtain permission from the local traffic authorities at his own expense. The Department will render reasonable assistance in the matter. The contractor shall take all precautionary and other measure, such as providing warning signals, temporary diversion etc. all as directed by the Engineer-in-Charge.

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

The contractor shall exercise full care to ensure that no damage is caused by him or his workmen, during the operation to the existing water supply and power lines. The cost of any such damage and risks arising out of this shall be entirely borne by the contractor.

14. DRAINAGE AROUND THE BUILDINGS AND FOUNDATION FOR OTHER WORKS : The contractor shall be entirely responsible for the provision and maintenance of efficient drainage arrangements in the work site to lead of all water whatsoever pumped from the excavations on account of rains, floods, springs or any other source whatsoever. The foundation trenches shall be kept free from water while all the works below ground level are in progress.

Flooding or ponding of water in the work site shall not be permitted under any circumstances whatsoever and the contractor shall take all necessary precautions to prevent the same by providing suitable pumps and other dewatering arrangement.

The cost of repairing damages if any, to the work under execution or to any TMC property in and around the site shall be entirely borne by the contractor where such damages are due to his non-compliance with the above conditions.

15. SPECIFICATIONS AND DRAWINGS :

15.1 The drawings furnished to the contractor for this work shall be interpreted by the use of given dimensions and nomenclature only and the drawings shall not be scaled. Drawings to a large scale shall have precedence over those to a smaller scale. Prior to the execution of the work, the contractor shall check all drawings, specifications and shall immediately report any error, discrepancy and / or omissions discovered therein to the Engineer-in-Charge and obtain appropriate orders on the same. Any adjustment made by the contractor without prior approval of the Engineer-in-Charge shall be at his own risk. Description of item in the schedule of quantities is brief and therefore, shall be read in conjunction with the relevant drawings and the specifications and the contractor's rate shall be deemed to be for such complete work unless otherwise specified by the contractor while tendering.

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

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

15.3 Prior to submission of drawing called for as per specifications or any other drawings, contractor may intend to submit for approval, the contractor shall be responsible for thoroughly checking of all drawings to ensure that they comply with the intend and the requirements of the contract specifications and that they fit in with the over all lay out. Drawing found to be inaccurate or otherwise in error will be returned to the contractor for corrections.

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

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

15.6 Cost of all shop drawings, fabrication drawings or form work drawings and details to be furnished by the contractor shall be deemed to be included in his tendered rates. Approval of shop drawings shall not be construed as authorised additional work of increased costs to the Department.

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

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

16.1 In addition to submission of samples of materials, the contractor shall make a sample flat (sample finishing works in case of Non-Redl. bldgs.) ready in all respects, including the finishing items of works of civil works including installation of fittings as well as those of water supply, plumbing and sanitation work and electrical, internal fittings, fixtures and wiring etc. to determine the acceptable standard of materials and workmanship. The sample flat with all final finishes and installations etc. shall be got approved from the Engineer-in-Charge in advance before taking up the finishing items of the work in the building(s). Each of these samples of items of work / trade / materials approved by the Engineer-in-Charge will be endorsed as "Guide line samples", as per which further works shall be executed in strict conformity with standard of materials & workmanship.

The provision of co-ordination and co-operation with other agencies shall be mutatis-mutandis applicable to the above mentioned "Sample flat / Sample finishing works" also.

17. EXECUTION OF WORK AND INSPECTION : The work shall be conducted under the general direction of the Engineer-in-Charge and is subject to inspection by his appointed representative to ensure strict compliance with the terms of the contract. No failure of the Engineer-in-Charge or his designated representative during the progress of the work to discover or to reject materials, or work not in accordance with the requirement of this contract shall be deemed as on acceptance thereof or a waiver of defects therein and no payment by the Engineer-in-Charge or partial or entire occupancy of the premises shall be construed to be an acceptance of work or materials which are not strictly in accordance with the requirements of the contract. No changes whatsoever to any provision of specifications shall be made without authorisation from the Engineer-in-Charge.

18. SUPPLY OF WATER FOR CONSTRUCTION PURPOSE:

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

The contractor shall arrange to provide a minimum storage of 5000 Ltrs. (or two days requirement whichever is higher) of water at building location and all necessary pumps for storage of water shall be built by the contractor at his own cost at location to be approved by the Engineer-in-Charge. The water storage tanks should be leak proof and wastage and misuse of water is strictly prohibited. Contamination and pollution of water to be strictly avoided. Construction water should not be used for drinking or for domestic purpose. Contractor will make his own arrangement for water required for drinking purposes at site of work at his own cost.

19. SUPPLY OF ELECTRICITY FOR CONSTRUCTION PURPOSE :

In case of stipulation of departmental supply of Electricity for construction purpose under ***Schedule 'B' of Salient Governing features of the Tender / work",*** *the same* shall be dealt with as under:

(In case of non-stipulation of departmental supply of Electricity for construction purpose in the **Schedule "B",** the contractor shall make his own arrangement for the same as required at his own cost.)

19.1 General: Temporary electric power, if required by the contractor shall be provided for bonafide construction purposes required for the site job but limited to a total max. of **5 KW** (connected) at 3 phase, 400 volts, 50 cps. Some of the important conditions governing the power supply shall be as follows:

a) The power will be supplied (on receipt of application in prescribed form) **at one point within 50 M.** of the building premises. The contractor shall install his own main switch, cables, electric cupboard / switch room etc. of adequate capacity and of suitable type to receive, control and further distribute the power involved. The exact location and further details about the supply point will on receipt of the contractor's application be decided upon by the Department, whose decision in the matter will be final and binding. The total final connected load and the anticipated maximum demand shall be furnished by the contractor about a month in advance of the actual initial requirement and for any addition in load subsequent to the initial supply, atleast one week's notice from the date of submission of installation test report for the said addl. load will be given.

b) The contractor shall provide his own switches, cable / lines of approved make and of adequate capacity from the aforesaid supply point to the various utilization points and also be responsible to maintain the same in good and safe condition at all times as per relevant codes and electricity rules. He will also be fully responsible at all times for any accident / mishap in his electrical installation / appliances etc. (including the consequential aspects) if the same are found to be due to defective construction / maintenance etc. of his installation or negligence in observation of rules, or safety precautions. The lay out and other details of these lines shall be got approved in advance by the Department and no change in the same shall be subsequently carried out without Department's prior approval. The Department's electrical Engineer may any time summarily disconnect, in the interest of safety, the power supply without notice, if any dangerous situation is seen in the contractor's installation or if the contractor has failed to maintain the installation satisfactorily inspite of a written notice served on him. The responsibility for such a disconnection will always be with the contractor who will have no claim whatsoever in this respect on the Department.

c) The contractor's electrical installation shall conform in all respects to the relevant rules, regulations, statutory provisions and codes of practice as also be in accordance with the rules of the local licenses State Electricity Boards / Undertakings / Corporations / Agencies (as the case may be) as existing new or as may be amended / enforced from time to time in the future. Installation test reports shall invariably be furnished by the contractor before any load is connected. Periodical test reports by every 3 months for the complete installation shall also be submitted by the contractor in accordance with I.E.E. Rules for temporary installation.

d) Power will be supplied at the point mentioned in para (a) above at the usual 400 V, 3 Phase, 50 cycles, 4 wire or single phase 230 V, 2-wire system as the case may be subject to permissible variations in voltage and frequency. In case of 3 phase supply the individual single phase loads if any, shall be suitably connected so that the total load over three phases at the supply point is balanced as much as possible. No individual single phase equipment or a single phase system shall normally exceed a rating of 2 K.W.

e) The Department will install, in the covered space provided by the contractor at the aforesaid supply point necessary energy meter for registering the electricity (i.e. KWH) supplied. Rental charges for poly phase / single phase meter shall be as specified in the **Schedule "B".** It may be necessary to install separate departmental meter for lighting consumption and in that case the contractor shall have to provide separate lighting circuits.

f) The supply of electricity shall be billed at the rate specified in the **Schedule "B",** or at the rates fixed by the respective state electricity boards from time to time. In addition nominal service charges at the rate specified in the **Schedule "B"** shall also be charged. The contractor shall be responsible for the safety of the Department's meter, cut outs etc. installed at his site.

NOTE : The electricity will normally be billed once every month at the prevailing supply rate from time to time. In case of any increase in supply rate, the same shall be charged with an addition of Departmental charges as per **Schedule "B".**

g) The power supply shall be subject to all such restrictions, regulations etc., as in existence and as may be enforced from time to time in future by the licenses / TMC / Department or by any other competent authority, for which the contractor will have no claim whatsoever. Although all efforts shall be made to provide a continuous supply, the contractor shall have no claim whatsoever due to any breakdown or interruption etc. in the supply at any time.

19.2 CONSTRUCTION AND MAINTENANCE BY THE CONTRACTOR :

As mentioned above, the contractor shall maintain his entire electrical installation, appliances etc. in good and safe condition as required under relevant rules and codes of practice. However, the following precautions and directives shall be followed in addition to observing other essential rules :

i) The minimum clearance (measured at the lowest sag point) to be maintained for all over head lines shall be 4 Mtrs. cross country or along roads and 6.1 metres across roads.

ii) Metallic poles as a general rule should be avoided and if used should be earthed individually.

iii) All loose hanging of wires and cables should be avoided. The line wires should be properly supported and an approved method of fixing shall be adopted.

iv) Installation shall not cause any hindrance to the normal movement of men and materials at site.

v) All cables and wires should be adequately protected against mechanical damage during construction activity of all contractors, working at site.

vi) In case the cable is required to be laid in ground, it should be adequately protected by covering the same with bricks, R.C.C. tiles or any other approved means and cable markers provided at suitable intervals as per approval of the Department.

vii) Laying of cable and wires direct on floor shall not be allowed but if absolutely necessary for some very short lengths, the same shall be taken through suitable mechanical covering like G.I. / M.S. Pipes etc.

viii) All the cut door switch boards, equipments etc., should be adequately protected against rain or preferably they should not be exposed to weather.

ix) If overhead lines using bare conductors are installed, a guard wire system of adequate size shall run along the cables / wires and earthed effectively.

x) The connection for portable machines shall be taken only through suitably rated 3 pin socket points. Iron clad industrial type outlets are preferred. While taking supply through socket outlet a plug top must be used, avoiding inserting of loose wires in the sockets. The third pin of the plug shall invariably be earthed and 3 core wire of appropriate specifications and capacity shall be used.

xi) All three phase equipment shall be provided with duplicate earthing. All metallic frames, light fixtures, portable equipments etc. should be effectively earthed to main earthing.

xii) Duly authorised persons having valid wireman's license / competence certificate must be employed under the supervision of a qualified and experienced Electrical Supervisor for carrying out electrical work and repair of electrical equipments, installation and maintenance etc. at site.

19.3 Additional Power:

Power in excess of the limit stipulated above may, subject to availability, be provided if applied for by the contractor by installing additional cables / lines from the change over nearby. These additional lines along with necessary switches etc. shall be provided by the Department and full cost thereof will be payable by the contractor in advance.

20. TENDERED RATES :

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

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

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

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

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

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

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

21. CLAIMS AGAINST THE CONTRACTOR :

Whenever any claim against the contractor for the payment of a sum or money arises out of or under the contract, Department shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the contractor and to sell any Government promissory notes etc. forming the whole or part of such security. In the event of the security deposit having been taken from the contractor, the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due from the contractor, under this or any other contract with the Department. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay the Department, on demand the balance remaining due. Department shall have the right to cause an audit and technical examination of the work and the final bill of the contractor including all supporting vouchers, abstracts etc. to be made after payment of the final bill and if as a result of the due audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done under the contract and found not have been executed, the contractor shall be liable to refund the amount of the over payment and it shall be lawful for the Department to recover the same from him in the manner prescribed above or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, amount of such under payment shall be duly paid by the Department to the contractor.

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

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

22. MODE OF MEASUREMENTS :

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

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

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

23. STORES AND MATERIALS AT SITE :

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

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

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

24. PROPER DRAWINGS AND INSTRUCTIONS : The Engineer-in-Charge shall have full powers and authority to supply to the contractor from time to time during progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the work and the contractor shall carry out the work and be bound by the same.

One copy each of the drawings furnished to the contractor shall be kept by the contractor at the site and the same shall at all reasonable times be made available for inspection and use by the Engineer-in-Charge and any other person authorised by the Engineer-in-Charge.

25. EMPLOYMENT OF STAFF FOR PLUMBING & ELECTRICAL WORKS;

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

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

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

27. DEDUCTION OF INCOME TAX : As per Section 194-C of Income tax Act 1961, as amended by letter No. 275/9/72/9-TJ (Circular No. 86) dated 19.5.72 and No. 275/14/91-IT (B) (Circular No. 593) dated 5.2.91, received from Ministry of Finance, Department of Revenue, Central Board of Direct Taxes, New Delhi, the Income tax @ 2% and Surcharge thereon @12% (or any other amended rate by Ministry of Finance from time to time), of the gross value of the work done will be recovered from the bills. A certificate for the amount so recovered will be issued by the Department.

28. URGENT REPAIRS : If by reason of any accident or failure or other event occurring to or in connection with the work or any part thereof either during the period of maintenance, any remedial or other work or repair shall in the opinion of the Engineer-in-Charge be urgently necessary for security and the contractor is unable or unwilling, at once, to do such work or repair, the Engineer-in-Charge may be his own or other workmen do such work or repair as he may consider necessary. If the work or repair so done which in the opinion of the Engineer-in-Charge, the contractor was liable to do at his own expenses under the contract and all cost and charges properly incurred by the Engineer-in-Charge in so doing shall on demand be paid by the contractor or may be deducted from any sum due or which may become due to the contractor provided always that the Engineer-in-Charge shall soon after the occurrence of any such emergency as may be reasonable, practicable, notify the contractor thereof in writing.

29. SECURITY REGULATIONS : The contractors have to follow strictly the regulations of the Department at the work site regarding entry of personnel, material etc. and any other regulation that might be enforced from time to time. All materials and articles brought by the contractor to the work site shall have to be declared at the security gate. Similarly no materials shall be taken out from the Departmental premises without proper gate pass, which will be issued by the Engineer-in-Charge to the contractor on written request. It is to be noted that loading of contractor's materials in vehicles and trucks shall be done in the presence of Departmental personnel. The contractor's representative will have to escort the materials till the security check is over.

The contractors, suppliers, vendors, workers engaged in work/business will be issued with renewable entry permit to avoid unauthorised entry in the Departmental area/site on scrutiny of applications in prescribed form.

For working on Sundays, Holidays and late hours, even though permission will be accorded by the Engineer-in-Charge, the contractor will have to make application to the Security Department also and keep them informed well in advance.

The area where the proposed work is to be carried is residential / non-residential area under the control of Security authorities of Department, entry to the site of work shall be through the main gate only. The contractors shall follow strictly the security regulations of the Department at site of work regarding entry of personnel, materials etc. and other regulations that might be enforced from time to time at the work site and also in the campus for smooth and efficient operation. The contractor, his agents, representatives, workmen etc. and his materials, carts, trucks or other means of transport etc. will be allowed to enter through and leave from such point of entry/exit at such times, the authorities in-charge of the area, at their sole discretion, may permit.

The contractor, his agents and representatives are required to be in possession of the individual identity / muster cards or passes. The muster cards or passes are examined by the security staff at the time entry / exit inside the departmental area and also at any time or number of times within such area.

The contractor will have to apply for entry/muster permits of likely number of labour to be engaged during the week for the workers and authorise their representatives to collect the entry permits for labour from the Departmental Security Authorities.

It will be the responsibility of the contractor to maintain the list of labourers permitted to work inside the premises in a register and the representative of contractor's labour will have to issue entry pass to each labour after making necessary entry in the registers.

The contractor, his agents, representatives, workmen shall strictly observe the orders pertaining to prevailing fire precautions.

In addition to the above, other security regulations as may be imposed by the Security authorities / Engineer-in-Charge shall be complied with / observed by the contractor and his workmen, in addition to the above.

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

30. WATCH AND WARD AND LIGHTING : The contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or as required by the Engineer-in-Charge and duly constituted authority for the protection of the workers or for safety and convenience of the public or others. The contractor shall be responsible for all damages and accidents caused due to negligence in this regard.

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

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

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

32. (a) Patents and Patent Rights Indemnification : All specifications, drawings, patents and such other relevant information furnished to the contractor by the Department shall be the property of the Department. If, during the process of execution of the contract, any improvement, refinement or technical changes and modifications are effected by the contractor, such changes shall not affect the title to the property of the Department and all the information, specifications, drawings etc. including the improvement / modifications, effected by the contractor shall continue to be the property of the Department. The Department shall also have the absolute right to assign, transfer, sublet, use and transmit all such information and details to the Department's consultants, agents and collaborators and the contractor shall not have any claim or rights whatsoever in respect of the Department's drawings, specifications, patents, prototypes etc. even where improvement, refinement, modifications etc. were effected by the contractor.

(b) Endorsement to be made by the Contractor on Fabrication Drawings for the protection of Departments Interest : "This design / drawing is the property of the Tata Memorial Centre and it must be returned with the tender / quotation or upon delivery of the materials / equipment and must not be used except with the permission of the owner".

* * *

SECTION - 6 - SAFETY CODE :

1) Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).

2) Scaffolding or staging more than 3.6 m. (12 feet) above the ground or floor, swung or suspended from an over head support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured atleast 90 cm. (3 feet) high above the floor or platform of such scaffolding or staging and extending along the entire length of the out side and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3) Working platform, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m. (12 feet) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (ii) above.

4) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3 feet).

5) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m in length while the width between side rails in rung ladder shall in no case be less than 29 cm for ladder up to and including 3 m in length. For longer ladders this width should be increased at least 1/4" for each additional 30 cm of length. Uniform step spacing or not more than 30 cm. shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such persons or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6) **Excavation and trenching :** All trenches, 1.2 m or more in depth, shall at all times be supplied with atleast 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 side of the trenches which are 1.5 m or more in the depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.

7) **Demolition :** Before any demolition work is commenced and also during the progress of the work:—

i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

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

i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.

iii) Those engaged in welding works shall be provided with welders protective eye shields.

iv) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

In addition the contractor shall ensure that the following safety measures are adhered to:

a) Entry for workers into the line shall not be allowed except under supervision of the EIC or his representative.

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

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

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

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

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

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

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

i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.

j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blower are recommended for ventilating the manholes. The motors for which shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

l) The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.

m) The workers shall be provided with gum-boots or non-sparking shoes bump helmets and glows gas masks and non-sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer line.

n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rungs fixed to manhole.

o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.

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

i. No paint containing lead or lead products shall be used except in the form of paste or ready made paint.

ii. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

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

9) The Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use

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

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

iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scrapping.

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

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

vi) Suitable arrangements shall be made to prevent clothing put off during working hours, being soiled by painting materials.

vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by a medical man appointed by the competent authority of the Department.

viii) The Tata Memorial Centre may require, when necessary, medical examination of workers.

xi) Instruction with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

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

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

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

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

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

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

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

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

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

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

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

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

* * *

SECTION - 7 : SAFETY WITH SCAFFOLDING :

INTRODUCTION :

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

2. Suitable scaffolds are used for performing work that cannot be done from the ground, part of a permanent structure, a ladder or other available means of support.

Scaffolds are used in many construction and maintenance operations. Fall of person is the most common hazard accompanying the use of scaffolds because of the height usually involved.

1. General Requirements :

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

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

2. Materials of Construction :

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

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

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

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

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

3. Platforms, Railings and Tee-Boards :

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

3.2 The rear of outer side of every scaffolding, platform and ramp more than 2M above the surrounding ground or solid construction, or adjacent to deep holes, excavations, railroad tracks, high tension electrical wires, should be provided with a substantial guard rail of standard construction consisting of top and intermediate rails, and toe-boards all supported by posts and securely connected to scaffold at intervals of not more than 2.4 M (See figure - 1).

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

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

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

4. Means of Access :

4.1 A safe and convenient means of access should be provided to the platform or scaffold. This requirement does not apply to swinging scaffolds or those with convenient access from adjacent floors (see figure - 2).

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

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

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

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

a) have a minimum section of 50 x 30 mm and be placed at maximum interval of 45 cm and

b) be of length to cover the full width of the stairway of run except that they may be interrupted over a width of not more than 10 cm to facilitate the movement of barrows.

5. Overhead Protection :

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

6. Use of Scaffolds :

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

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

6.3 Suspended scaffolds should never be used for the storage of stone or heavy materials. Two or more swinging scaffolds should not at any time be combined into one by bridging the distance between them with planks or any other form of connection. Life lines securely fastened from above should be provided for each person working on a swinging scaffold. Safety belts should be tied to the life lines (See figure - 3).

7. Inspection :

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

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

8. Dismantling :

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

9. Precautions against particular Hazards :

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

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

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

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

9.5 Scaffolds on thoroughfare should be provided with light.

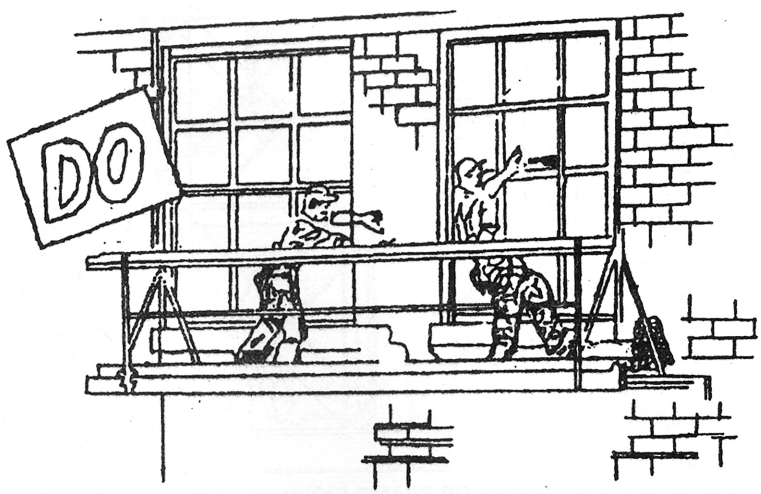
9.6 Access to cable tunnels, hydrants, etc. should remain free at all times.

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

* * *

• GUARD RAILS •

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



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

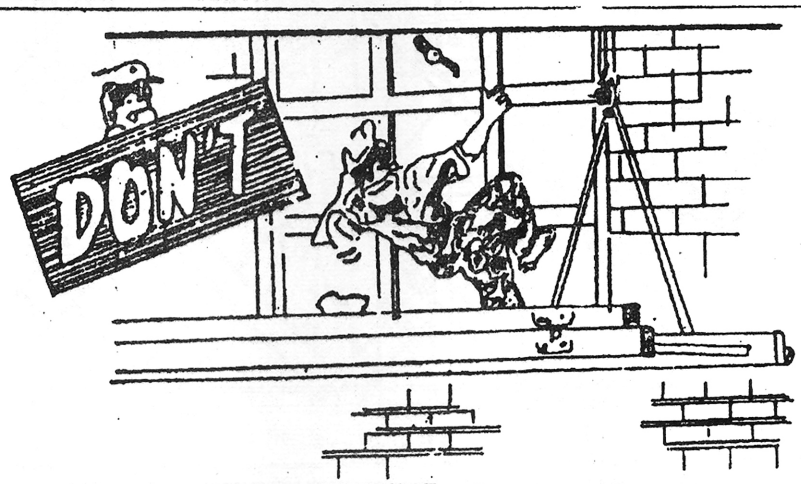
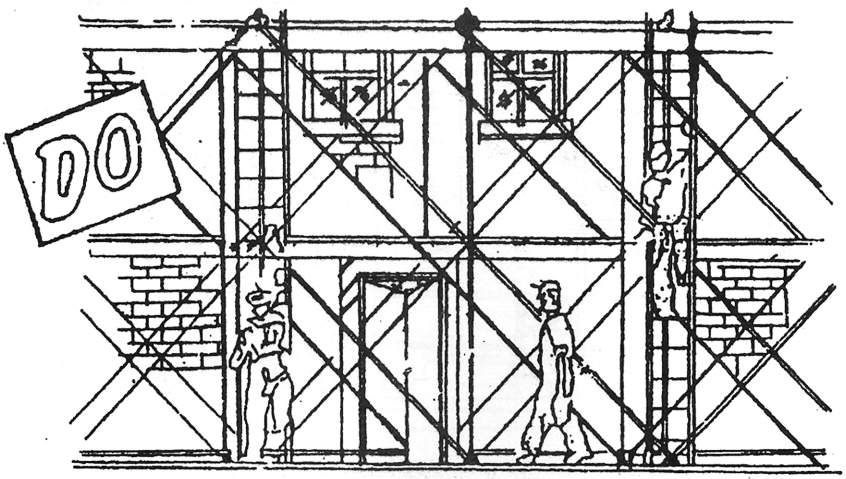


FIGURE — 1

FROM INDUSTRIAL SAFETY CHARTS-US DEPT. OF LABOUR.

• ACCESS •

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



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

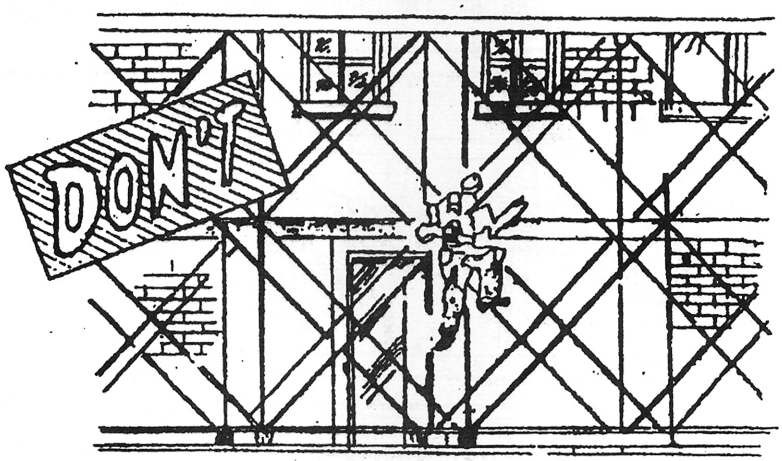


FIGURE — 2

FROM INDUSTRIAL SAFETY CHARTS-US DEPT. OF LABOUR.

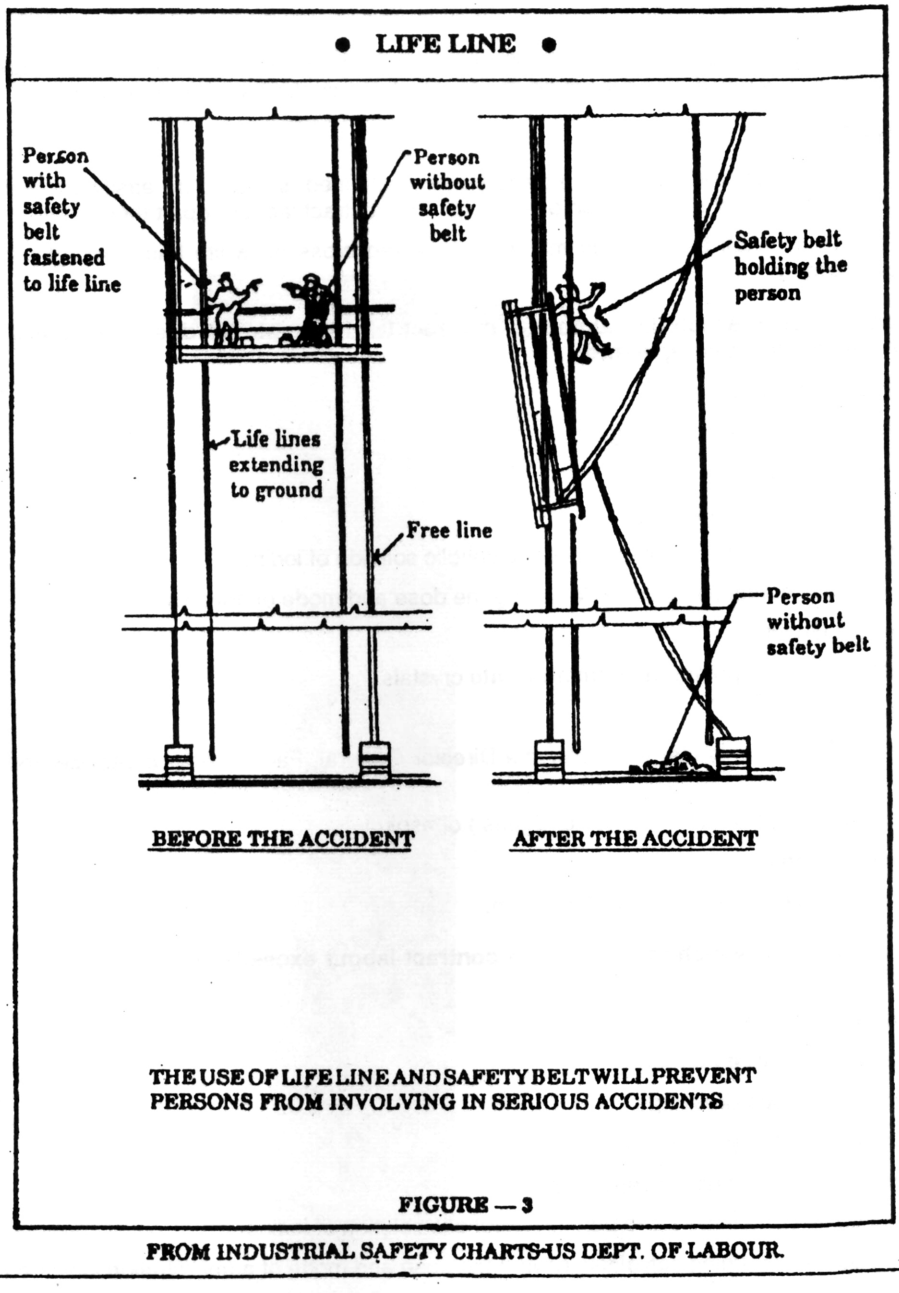


FIGURE — 3

FROM INDUSTRIAL SAFETY CHARTS-US DEPT. OF LABOUR.

SECTION - 8 : MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY TMC OR ITS CONTRACTORS :

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

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

3. **First-Aid Facilities :**

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

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

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

(i) 6 small sterilised dressings.

(ii) 3 medium size sterilised dressings.

(iii) 3 large size sterilised dressings.

(iv) 3 large sterilised burn dressings.

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

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

(vii) 1 snake-bite lancet.

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

(ix) 1 pair scissors.

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

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

(xii) Ointment for burns.

(xiii) A bottle of suitable surgical antiseptic solution.

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

(i) 12 small sterilised dressings.

(ii) 6 medium size sterilised dressings.

(iii) 6 large size sterilised dressings.

(iv) 6 large size sterilised burn dressings.

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

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

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

(viii) 1 roll of adhesive plaster.

(ix) 1 snake-bite lancet.

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

(xi) 1 pair scissors.

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

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

(xiv) Ointment for burns.

(xv) A bottle of suitable surgical antiseptic solution.

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

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

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

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

(7) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance 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.

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

4. Drinking water :

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

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

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

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

5. Washing facilities :

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

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

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

6. Latrines and Urinals :

(i). Latrines shall be provided in every work place on the following scale, namely:

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Provision of shelter during rest** : At every place there shall be provided, free of cost, four suitable sheds, two for meals, and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 Sq.m. per head.

8. **Creches :**

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

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

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

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

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

9. **Canteens :**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The rent of land and buildings;

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

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

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

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

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

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

11. Amendments : T M C may, from time to time, add to or amend these rules and issue directions it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

* * *

SECTION-9 : CONTRACTOR'S LABOUR REGULATIONS

1. Short Title :

These regulations may be called the Director Tata Memorial Centre Contractors. Labour Regulations".

2. Definitions :

i) **"Workmen"** means any person employed by the Director Tata Memorial Centre or its Contractor directly or indirectly through a sub-contractor, with or without the knowldge of the TMC to do any skilled, semi-skilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person—

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

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

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

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

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

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

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

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

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

(iii) 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.

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

4. Display of Notice regarding wages etc. :

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

5. Payment of Wages :

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

(ii) No wage period shall exceed one month.

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

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

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

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

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

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

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

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

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

"Certified that the amount shown in column No .....has been paid to the workman concerned in my presence on ..... at.....

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

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

a) Fines.

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

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

d) Deduction for recovery of advances or for adjustment of over-payment of wages; advances granted shall be entered in a register.

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

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

Note: An approved list of acts and omissions for which fines can be imposed is enclosed at **Appendix-X.**

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

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

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

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

7. Labour Records:

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

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

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

(iv.) **Register of accidents**: The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

a) Full particulars of the labourers who met with accident.

b) Rate of wages.

c) Sex.

d) Age.

e) Nature of accident and cause of accident.

f) Time and date of accident.

g) Date and time when admitted in Hospital.

h) Date of discharge from Hospital.

i) Period of treatment and result of treatment.

j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.

k) Claim required to be paid under workmen's Compensation Act.

l) Date of payment of compensation.

m) Amount paid with details of the person to whom the same was paid.

n) Authority by whom the compensation was assessed.

o) Remarks.

(v) **Register of Fines**: The contractor shall maintain a "Register of Fines" in the form XII of the CL (R&A) Rules, 1971 **(Appendix-XI).**

The contractor shall display in a good condition and in a conspicuous place of work the approved list of Acts and omissions for which fines can be imposed **(Appendix-X).**

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

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

(viii) **Register of Overtime**: The contractor shall maintain a "Register of Overtime" in form XXIII of the CL (R&A) Rules, 1971 **(Appendix-XIV).**

8. Attendance Card-cum-Wage slip:

(i) The contractor shall issue an attendance card-cum-wage slip to each workman employed by him in the specimen form at **(Appendix-VII).**

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

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

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

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

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

9. Employment Card:

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

10. Service Certificate:

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

11. Preservation of Labour Records:

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

12. Power of Labour Officers to make investigations or enquiry:

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

13. Report of Labour Officer:

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

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

14. Appeal against the decision of Labour Officer:

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

15. Prohibition regarding representation through lawyers:

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

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

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

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

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

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

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

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

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

16. Inspection of Books and slips:

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

17. Submission of Returns:

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

18. Amendments:

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

* * *

APPENDIX-I

REGISTER OF MATERNITY BENEFITS

(Clause 19 F of the conditions of contract)

Name and address of the contractor(s) : _____

Name and location of the work : _____

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

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

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

APPENDIX-II

SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR IN T.M.C. WORKS.

Name and location of the work :	
Name and address of the contractor :	

1.	Name of the woman and her husband's Name :	
2.	Designation :	
3.	Date of appointment :	
4.	Date with months and years in which she is employed :	
5.	Date of discharge/dismissal, if any :	
6.	Date of production of certificates in respect of pregnancy :	
7.	Date on which the woman informs about the expected delivery :	
8.	Date of delivery/Miscarriage/death :	
9.	Date of production of certificate in respect of delivery/miscarriage :	
10.	Date with the amount of maternity/death benefit paid in advance of expected delivery:	
11.	Date with the amount of subsequent payment of maternity benefit :	
12.	Name of the person nominated by the woman to receive the payment of the maternity benefit after her death.	
13.	If the woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment	
14.	Signature of the contractor authenticating entries in the register :	
15.	Remarks column for the use of Inspecting Officer :	

APPENDIX-III

LABOUR BOARD

1	Name of work:	
2	Name and address of contractor:	
3	Name and address of Division:	
4	Name and address of Labour Officer:	
5	Name and address of Labour Enforcement officer:	

S. NO.	CATEGORY	MINIMUM WAGE FIXED	ACTUAL WAGE PAID	NUMBER PRESENT	REMARKS

Weekly holiday :	
Wage period :	
Date of payment of wages :	
Working hours :	
Rest interval :	

APPENDIX – IV

FORM XIII

REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR

Name and Address of contractor : _____

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

Nature and Location of work : _____

Name and Address of Principal Employer: _____

Sl. No.	Name and surname of workman	Age and Sex	Father's/ husband's Name	Nature of employment /designation	Permanent home address of the workman (Village and Tehsil, Taluka & Dist.)	Local Add-ress	Date of commencement Of employment	Signature or thumb impression of the workman	Date of Termination of employment	Reasons for termi - nation	Rem-arks
1	2	3	4	5	6	7	8	9	10	11	12

APPENDIX – V

FORM XVI

MUSTER ROLL

Name and address of contractor : _____

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

Nature and location of work : _____

Name and address of Principal Employer : _____

For the month of/fortnight _____

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

APPENDIX - VI

FORM XVII

REGISTER OF WAGES

Name and address of contractor : _____

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

Nature and location of work : _____

Name and address of Principal employer : _____

Wages period: Monthly / Fortnightly

Sl. No.	Name of workman	Serial No. in the register of workmen	Designation / nature of work done	No. of days worked	Units of work done	Daily rate of wages / piece rate	Amount of wages earned						Net Amount paid	Signature or thump Impression of workman	Initial of contractor or his represent-tative
							Basic wages	Dearness allowances	Over -time	Other cash Payments (indicate nature)	Total	Dedu-ctions if any (Indicate nature)			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

APPENDIX – VII

obverse

WAGE CARD

Wage Card No :	Date of issue:
Name and address of contractor :	Name and location of work :
Name of workman :	Designation :
Rate of wages :	

Month/Fortnight :

PARTICULARS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
MORNING																																Rate :
EVENING																																Amount :
INITIAL																																

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

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

Signature

APPENDIX-VII
(reverse)

FORM XIX

WAGE SLIP

Name and address of contractor:	
Name and Fathers/Husbands name of workman:	
Nature and location of work:	
For the Week/Fortnight/Month ending:	

1	No. of days worked:	
2	No. of units worked in case of piece rate workers:	
3	Rate of daily wages/piece rate:	
4	Amount of overtime wages:	
5	Gross wages payable:	
6	Deductions, if any:	
7	Net amount of wages paid :	

Initials of the contractor or his representative

APPENDIX-VIII

FORM XIV

EMPLOYMENT CARD

Name and address of contractor:	
Name and address of establishment in/under:	
which contract is carried on	
Name of work and location of work:	
Name and address of Principal employer:	

1	Name of the workman:	
2	Sl. No. in the register of workman:	
3	employed	
4	Nature of employment/designation:	
5	Wage rate (with particulars of unit in:	
6	case of piece work)	
7	Wage period:	
8	Tenure of employment:	
9	Remarks:	

Signature of contractor

APPENDIX - IX

FORM – XV

SERVICE CERTIFICATE

Name and address of contractor :	
Nature and location of work :	
Name and address of workman :	
Age or date of birth :	
Identification marks :	
Father's/Husband's Name :	
Name and address of establishment in / under which contract is carried on :	
Name and address of Principal Employer :	

Sl.No.	Total period for which employed		Nature of work done	Rate of wages(with particulars of Unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

Signature

APPENDIX - X

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED :

In accordance with Tata Memorial Centre Rules to be displayed prominently at the site of work in both English and local language.

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

APPENDIX – XI

FORM – XII

REGISTER OF FINES

Name and address of contractor :	
Name and address of establishment in/under which contract is carried on :	
Nature and location of work :	
Name and address of Principal employer :	

Sl. No.	Name of workman	Father's/Husband's name	Designation / nature of employment	Act/omission for which fine imposed	Date of offence	Whether workman showed cause against fine	Name of person in whose presence employee's explanation was heard	Wage period and wages payable	Amount of fine imposed	Date on which fine realised	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

APPENDIX – XII

FORM – XX

REGISTER OF DEDUCTIONS FOR DAMAGE OR LOSS

Name and address of contractor :	
Name & address of establishment in/under which contract is carried on :	
Nature and location of work :	
Name and address of Principal Employer :	

Sr. No.	Name of workman	Father's/ Husband's Name	Designation / nature of employment	Particulars of damage or loss	Date of damage or loss	Whether workman showed cause against deduction	Name of person in whose presence employee's explanation was heard	Amount of deduction imposed	No. of install - ments	Date of Recovery		Rem - arks
										First install - ment	Last instal ment	
1	2	3	4	5	6	7	8	9	10	11	12	13

APPENDIX – XIII

FORM – XXII

REGISTER OF ADVANCES

Name and address of contractor :	
Name & address of establishment in/under which contract is carried on :	
Nature and location of work :	
Name and address of Principal Employer :	

Sr.No.	Name of workman	Father's/ Husband's Name	Designation/nature of employment	Wage period and wages payable	Date and amount of advance given	Purpose(s) for which advance made	No. of installments by which advance to be repaid	Date and amount of each installment repaid	Date and which last installment was repaid	Remarks
1	2	3	4	5	6	7	8	9	10	11

APPENDIX – XIV

FORM – XXIII

REGISTER OF OVERTIME

Name and address of contractor :	
Name & address of establishment in/under which contract is carried on :	
Nature and location of work :	
Name and address of Principal Employer :	

Sr. No.	Name of workman	Father's/ Husband's Name	Sex	Designation / nature of employment	Dates on which overtime worked	Total over time worked or production in case of piece rated work	Normal rate of wages	Overtime rate of wages	Overtime earning	Rate on which overtime paid	Rem - arks
1	2	3	4	5	6	7	8	9	10	11	12

SECTION-10 (i) : FORM OF PERFORMANCE SECURITY - BANK GUARANTEE BOND (BG)

In consideration of the Director TMC having agreed under the terms and conditions of Letter of Intene / Agreement No. ..... dated ..... made between .....and ..... (hereinafter called " the said Contractor{s}") .for the work .... (hereinafter called " the said Letter of Intent / Agreement") having agreed to production of a irrevocable bank Guarantee for Rs. ..... (Rupees ..... only), as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we .....(Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the TMC an amount not exceeding Rs. ..... (Rs.....only) on demand by the TMC

2. We ..... (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the TMC stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).

3. We, the said bank, further undertake to pay to the TMC any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We ..... (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the TMC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the TMC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We ..... (indicate the name of Bank) further agree with the Director, TMC that the TMC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Director, TMC against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the TMC or any indulgence by the TMC to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, ... (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the TMC in writing.

8. This guarantee shall be valid up to ....., unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. ..... (Rupees ..... only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed

Dated the ..... day of ..... for .....(indicate the name of Bank)

* * *

(Note: **The Letter of Intent shall form part of the Agreement)**

SECTION 10 (ii) : INDENTURE FOR SECURED ADVANCE

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time.)

Tata Memorial Centre

State :

Administration : Tata Memorial Centre

Division :

THIS INDENTURE made the.....day of .....19..... BETWEEN ..... (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns) of the one part and the Director TMC (hereinafter called the Director TMC which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated .....

(hereinafter called the said agreement) the contractor has agreed.

AND WHEREAS the contractor has applied to the Director TMC that he may be allowed advance on the security of materials absolutely belonging to him and brought by him to the site of the works, he subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges).

AND WHEREAS the Director TMC has agreed to advance to the contractor the sum of Rs ....on the security of materials, the quantities and other particulars of which are detailed in Part-II of a Running Account Bill (B) for the said works signed by the contractor on ..... and the Director TMC has reserved to himself the option of making any further advances on the security of other materials brought by the contractor to the site of the said works.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. ..... on or before the execution of these presents paid to the contractor by the Director TMC (the receipt where of the contractor both hereby acknowledge and of such further advance, if any, as may be made to him as aforesaid the contractor both hereby convenent and agree with the Director TMC and declare as follows:

1. That the said sum of Rupees .....so advanced by the Director TMC to the contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the contractor in or towards expenditure the execution of the said works and for no other purpose whatsoever.

2. That the materials detailed in the said Running Account Bill (B) which have been offered to and accepted by the Director TMC as security are absolutely the contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receives a further advance on the security of materials which are not absolutely his own property and free from encumbrance of any kind and the contractor indemnifies and Director TMC against all claims to any materials in respect of which an advance has been made to him as aforesaid.

3. That the materials detailed in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may hereafter to be made as aforesaid (hereinafter called the said materials) shall be used by the contractor solely in the execution of the said works in accordance with the directions of the Chief Engineer TMC and in the terms of the said agreement.

4. That the contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe-custody and protections against all risks of the said materials and that until used in construction as aforesaid said materials shall remain at the site of the said works in the contractor's custody and on his own responsibility and shall at all times be open to inspection by the Chief Engineer or any officer authorised by him. In the event of the materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree that is due to reasonable use and wear thereof the contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Chief Engineer

5. That the said materials shall not on any account be removed from the site of the works except with the written permission of the Chief Engineer or an officer authorised by him on that behalf.

6. That the advance shall be repayable in full when or before contractor receives payment from the Director TMC of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the contractor on account of work done thereon the occasion of each such payment the Director TMC will be at liberty to make a recovery from the contractor's bill for such payment by deduction there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of the each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

7. That if the contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances what may still be owing to the Director TMC shall immediately on the happening of such default be repayable by the contractor to the TMC together with interest thereon at twelve percent per annum from the date of respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the TMC in or for the recovery thereof or the enforcement of this security or otherwise by reasons of the default of the contractor and contractor hereby convenants and agrees with the Director, TMC to repay and pay the same respectively, to him accordingly.

8.That the contractor hereby charges all the said materials with the repayment to the President of the said sum of Rs. .....

and any further sum or sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that not-withstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the convenant for Payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance there with the TMC may at any time thereafter adopt all or any of the following courses as he may deemed best.

a) Seize and utilise the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due in respect of advances under these present and crediting the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor he is to pay same to the TMC on demand.

b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sum, aforesaid repayable or payable to the TMC under these presents and pay over the surplus (if any) to the contractor.

c) Deduct all or any part of the money owing out of the security deposit or any sum due to the contractor under the said agreement.

9. That except in the event of such default on the part of the contractor as aforesaid interest on the said advances shall not be payable.

10. That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be referred to the Chief Engineer / Tender Inviting Authority, Director, TMC time being in force shall apply to any such reference.

IN WITNESS thereof the said.....and .....

by the order under the direction of the Director, TMC have hereinto set their respective hands the day and year first above written.

Signed, sealed and delivered by the said contractor in the presence of :

Signature
Name
Address

Witness

Signed by

by the order and direction of the TMC in the presence of:

Signature
Name
Address

Witness

* * * * * * * * * * * * * * *

SECTION 10 (iii): GUARANTEE BOND FOR WATERPROOFING WORKS

For Guarantee to be executed by contractors for removal of defects of water-proofing works after maintenance period

The agreement made this .....day of two thousand .....between M/s. .... (hereinafter called "the Guarantor of the one part) and the Director TMC (hereinafter called Director TMC of the other part)

Whereas this agreement is supplementary to the contract (hereinafter called "the Contract") dated.....

and made between the Guarantor of the one part and the Director, TMC of the other part, whereby the Contractor, interalia undertook to render the buildings and structures such as roof of buildings, over-head water tanks, under ground tanks, lift pits, basement, toilets etc. in the said contract recited completely water and leak-proof.

AND WHEREAS THE GUARANTOR agree to give a guarantee to the effect that the said structure will remain water and leak-proof for **ten years** to be reckoned from the date after the maintenance period prescribed in the contract expires.

NOW THE GUARANTOR hereby guarantees that waterproofing treatment provided by him will render the structures completely leak-proof and the minimum life of such waterproofing treatment shall be **ten years** to be reckoned from the date after the maintenance period prescribed in the contract expires.

Provided that the Guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or other structures or alteration and for such purpose :

a) Misuse of structure shall mean any operation which will damage water-proofing treatment, like chopping of fire wood and things of the same nature which might cause damage to the structure;

b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby water-proofing treatment is removed in parts;

c) Damaging or puncturing of the waterproofing treatment provided to over head tanks or basement or underground tank or lift pit, for providing any P.H./ Electric connections etc.

d) The decision of the Engineer-in-Charge with regard to cause of leakage shall be final.

During this period of guarantee the guarantor shall make good all defects and for that matter, in case of any defect being found, render the building waterproof to the satisfaction of the Engineer-in-Charge at the cost of the guarantor and shall commence the work for such rectification within **seven days** from the date of issue of the notice, from the Engineer-in-Charge calling upon him to rectify the defects, failing which the work shall be got done by the Department by some other contractor at the GUARANTOR'S COST and risk. The decision of the Engineer-in-Charge as to the cost payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the waterproofing or commits breaches thereunder then the Guarantor will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and / or cost incurred by the TMC the decision of the Engineer-in-Charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligor .....

and by ..... and for and on behalf of the Director, TMC on the day, month and year first above written.

SIGNED, sealed and delivered by OBLIGOR in the presence of :

1. 2.

SIGNED FOR AND ON BEHALF OF THE DIRECTOR, TMC BY .....

.....in the presence of :

1. 2.

* * *

SECTION-10 (iv) : GUARANTEE BOND FOR ANTITERMITE TREATMENT

(For Guarantee to be executed by contractors for removal of defects of antitermite treatment works after maintenance period)

This agreement made this _____ day of _____ two thousand _____ between M/s. _____ (hereinafter called "the Guarantor of the one part) and the Tata Memorial Centre (hereinafter called Director TMC of the other part.)

Whereas this agreement is supplementary to the contract (hereinafter called "the Contract") dated _____ made between the Guarantor of the one part and Director, TMC of the other part, whereby the Contractor, inter-alia, undertook to render the buildings and structure in the said contract recited, completely termite proof.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said structure will remain termite proof for ten years to be reckoned from the date after the maintenance period prescribed in the contract expires.

NOW THE GUARANTOR hereby guarantees that the anti-termite treatment provided by him will render the structures completely termite proof and the minimum life of such anti-termite treatment shall be ten years to be reckoned from the date of after the maintenance period prescribed in the contract expires.

Provided that the Guarantor will not be responsible for damages caused due to structural defects or misuse of premises/area.

a) Misuse of premises shall mean any operation which will disturb the chemical barrier like excavation under floors, breaking of walls at G.L. disturbing the treatment already carried out.

The decision of the Engineer-in-Charge with regard to cause of damage shall be final.

During this period of guarantee the guarantor shall make all the arrangements to do the post constructional anti-termite treatment in all the buildings in case of any termite nuisance being found in the building, to the satisfaction of the Engineer-in-Charge at the cost of guarantor and shall commence the work for such treatment within **seven days** from the date of calling upon him to rectify the defects, by the Engineer-in-Charge, failing which the work shall be got done by the T M C by some other contractor at the GUARANTOR'S COST and risk. The decision of the Engineer-in-Charge as to the cost payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the anti-termite treatment or commits breaches hereunder then the Guarantor will indemnify the principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by the Department by reason of any default on the part of the GUARANTOR in performance and observance of this supplemental agreement. As to the amount of loss and/or damage and/or cost incurred by the TMC the decision of the Engineer-in-Charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligor _____ and by _____ and for and on bahalf of the Director, TMC on the day, month and year first above written.

SIGNED, sealed and delivered by OBLIGOR in the presence of :

1.

2.

SIGNED FOR AND ON BEHALF OF THE DIRECTOR TMC BY .....
..... in the presence of:

1.

2.

* * *

Salient Governing Features of the Tender / Work

Proforma of Schedules

SCHEDULE 'A' :			
S.N	**TITLE**	**PARTICULARS**	**PAGE**
1.	Tender Notice No	NIT No. /.....	
2	Notice Inviting Tenders (NIT) details	i) NIT as published in News Papers	
		ii) NIT as Logged on to Web Site	
3	Scope and location of the work:	Enclosed	
4	Time Schedule for the work:	Enclosed	
5	List of drawings	Enclosed	
6	List of changes in conditions of contract	Changes indicated	
7	List of changes in specifications	As shown below	
	a) Civil work -	Changes indicated	
	b) PH works -	Changes indicated	
	c) Electrical works -	Changes indicated	
8	**Schedule of Quantities (Enclosed) -**	**Civil ..... + PH ..... + Elect. .....**	

SCHEDULE 'B' :	Not Applicable			
Schedule of materials to be issued to the contractor				
S. No	**Description of item**	**Quantity**	**Rates at which the Materials will be charged to the contractor**	**Place of issue**
1	2	3	4	5
1.	Cement in bags			
2.	Re-Bars for RCC			
3.	Water for const. purpose			
4.	Electricity for const. purpose			
5.				

SCHEDULE 'C' :			
Land earmarked for temp. infrastructures and Tools & plants to be hired to the contractor			
S.No	**Description**	**Hire charges**	**Place of Issue**
1	2	3	4
1.	Area for storage / site office (SCC-11)		
2.	Temporary Buildings (SCC-12)		
3.	Labour hutments (SCC-12)		
4.			

SCHEDULE 'D' :	
Extra schedule for specific requirements / documents for the work, if any **Particularly for Security guidelines, Gate pass, lift, tower crane etc,**	

SCHEDULE 'E' :			
Schedule of component of Cement, Steel, other Materials, Labour etc. for price escalation.		**These components shall be as under**	
CLAUSE 10 CC			
1	Component of Cement - expressed as percent of total value of work	Xc	
2	Component of Steel - expressed as percent of total value of work	Xs	
3	Component of civil (except cement & steel) / Electrical construction Materials - expressed as percent of total value of work:	Xm	
4	Component of Labour - expressed as percent of total value of work	Y	
5	Component of P.O.L. - expressed as percent of total value of work	Z	

SCHEDULE 'F' :

Reference to Book of TMC Conditions & Clauses of Contract to be followed for this work		
Name of Work		**As per NIT**
Estimated cost of work :	Rs.	**As per NIT**
i) Earnest money	Rs.	**As per NIT**
ii) Performance Guarantee	5% of tendered value	**As per Tender**
iii) Security Deposit	5% of tendered value	**As per Tender**

General Rules & Directions :		
Tender inviting authority	Director, TMC	
Maximum percentage for quantity of Items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3.		See Clause-12 below

Definitions :		
2(v)	Engineer-in-charge	
2(viii)	Accepting Authority	
2(x)	Percentage on cost of materials and labour to cover all overheads & profits	**15% (Fifteen percent)**
2(xii)	Department	
9(ii)	Standard Contract Form of Deptt.	**Item Rate Tender**

Clause – 1 :	
i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance / WO.	**15 days**
ii) Maximum allowable extension beyond the period (provided in - i) above.	**7 days**

Clause – 2 :	
Authority for fixing compensation under clause 2.	**Dir / CE /**

Clause – 5 :		
Number of days from the date of issue of letter of acceptance / WO for reckoning date of start.		**Immediate / 7 / 15days**
Mile stone(s) as per table given below:		

TABLE OF MILE STONE(S)			
Sl. No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be with-held in case of non achievement of milestone
1.			
2			

TIME ALLOWED FOR EXECUTION OF WORK	**.....Months**

Clause applicable – (6 or 6A) :	Clause 6 for Manual Billing / Clause 6A for Computerised Billing	

Clause – 7 :	
Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to **interim payment.**	

Clause - 10A :	**Based on magnitude of the work, Units to decide**	
List of testing equipments to be provided by the contractor at site lab.		
1	2	3
4	5	6

Clause - 10B(ii) : **(Mobilisation Advance)**	
Whether Clause 10 B (ii) shall be applicable **(If yes, Clause of Tender Condition to be followed.)**	**Yes / No :**

Clause - 10C :	
Component of labour expressed as percent of value of the work	**25%**

Clause - 10CA :			
	Materials Covered under this Clause	Nearest Material for which All India Wholesale Price Index is to be followed	**Basic Rate**
1	**Cement**	**Cement**	
2	**Steel reinforcement bars**	**Steel (Bars & Rods)**	
3	**Other materials**		

Note: Base price for materials given above are only for regulating operation of clause 10-CA. The tenderers are requested to consider prevailing market rates while quoting the rates.

Clause - 10CC :	
Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column.	..... **Months**

Clause - 11 :		
Specifications to be followed for execution of this work	**a) Civil work**	:
	b) PH works	:
	c) Electrical works	:

Clause - 12 :		
12.2 & 12.3	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for **building work**	**30%**
12.5	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for **foundation work**	**100%**
12.5	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for **maintenance work**	**50%**

Clause - 16 :	
Competent Authority for deciding reduced rates.	**CE**

Clause - 18 : (To be incorporated by the Units, based on merit of the particular work)		
List of mandatory machinery, tools & plants to be deployed by the contractor at site:		
1	2	3
4	5	6

Clause – 36(i) :	**Requirement of Technical Representative(s) and recovery Rate**					
Sl. No.	Minimum Qualification of Technical Representative	**Disci-pline**	Designation (Principal Technical / Technical representative)	Min. Exp. In yrs.	No.	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i). **(Rupees in figures & words)**
1	BE					
2	BE					
3	Diploma					

Assistant Engineers / Scientific Officer- "C", retired from Govt. services that are holding Diploma, will be treated at par with Graduate Engineers.

Clause – 42 :		
(i)	(a) Schedule / statement for determining theoretical quantity of cement on the basis of :	**Civil Work Specifications of the TMC**
(ii)	**Variations permissible on theoretical quantities.**	
a	**Cement**	
	i) for works with estimated cost put to tender not more than Rs.5 Lakhs	5% plus / minus
	ii) for works with estimated cost put to tender more than Rs.5 lakhs	3% plus / minus
b	Bitumen for All works	2.5% plus only & nil on minus side
c	Steel reinforcement and structural steel sections	(+) 5% for wastage, over and above (+) 5%/ (-) 4% being variation in wastage.
d	All other materials.	Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION :			
S. No.	**Description of Item**	**Rates in figures & words at which recovery shall be made from the Contractor**	
		Excess beyond permissible variation	Less use beyond the permissible variation
1	Cement		
2	Steel reinforcement		
3	Structural Sections		
4			

Signature of Officer Inviting Tender
Designation