

UTES

GENERAL CONDITIONS OF CONTRACT FOR WORKS

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UTES LTD.

GENERAL CONDITIONS OF CONTRACT FOR WORKS

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Note: Section Nos. 1 to 6 and Financial Bid (Schedule of Quantities) are contained in UTES Tender and Contract Document which is issued to the Tenderers as a bidding set in case of physical (hard copy) bidding process. In case of E-tendering, the same are available on UTES website/ Central Public Procurement (CPP) portal for downloading.

Section – 7

CONDITIONS OF CONTRACT

SECTION - 7

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 Employer 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.

Meaning of Expressions

2. In the Contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - (i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - (ii) The Site shall mean the land/or other places on, into or through which work is to be executed under the Contract or any adjacent land, path or street through which work is to be executed under the Contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the Contract.
 - (iii) The Contractor shall mean the individual, firm, company or joint venture (if allowed), whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual, or the persons composing such firm, company or joint venture (if allowed) or the successors of such firm, company or joint venture (if allowed) and the permitted assignees of such individual, firm, company or joint venture (if allowed).
 - (iv) The Principal/ Employer means the organization as mentioned in Schedule 'F' represented by RITES Ltd. for and on behalf of it, as an Agent/Power of Attorney Holder.
 - (v) The Engineer-in-charge means the Engineer Officer of RITES Ltd. acting for and on behalf of the Employer as Agent/Power of Attorney Holder and who shall supervise and be in-charge of the work and who shall sign the Contract on behalf of the Employer, as mentioned in **Schedule 'F'**.
 - (vi) The Engineer means the person to whom the Engineer-in-charge entrusts as his authorised representative his responsibility to act on his behalf and perform any or all the functions of the Engineer-in-Charge under the Contract. Engineer-in- charge can in his own discretion entrust his responsibilities to act on his behalf and perform

any or all the functions of the Engineer-in-Charge under the Contract to more than one person (by whatever name designated in RITES like Site Engineer, Controlling Site Engineer or Project Coordinator etc.). The word "Engineer" in this contract document is applicable to any or all such persons to whom Engineer-in-Charge entrusts his responsibilities.

- (vii) Accepting Authority shall mean the authority mentioned in **Schedule 'F'**.
- (viii) 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, 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 the Employer of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Employer's faulty design of works.-
- (ix) 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.
- (x) Schedule (s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the Standard Schedule of Rates mentioned in **Schedule 'F'** hereunder, with the amendments thereto issued up to the date of receipt of the tender.
- (xi) Specifications means the Technical specifications to be followed by the Contractor on the work to be executed.
- (xii) Tendered value means the value of the entire work as stipulated in the letter of award.
- (xiii) The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.
- (xiv) "Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meet the minimum local content as prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 2017; (Notified vide Order No. P-45021/2/2017-PP (BE-II) issued by Department of Promotion of Industry and Internal Trade dated 16.09.2020), including any amendments or revisions thereof.
- (xv) "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under the Public Procurement (Preference to Make in India), Order 20172;
- (xvi) Stipulated date of completion: It is the date arrived at by adding the time allowed for completion as specified in Schedule 'F' to the date of commencement of the work.
- (xvii) Replacement Cost means (a) tendered value plus (b) cost of materials supplied by the Employer (assessed cost of such materials if the materials are supplied free of cost) plus 10% of both (a) and (b).
- (xviii) GST shall mean Goods and Service Tax – Central, State and Inter State.
- (xix) Force Majeure (FM)- means conditions beyond control of contracting parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by

fire, explosions, epidemics, strikes, lockouts or acts of God.

Scope and Performance

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

Headings and Marginal Notes

4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

Documentation to be supplied to the Contractor

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

Works to be carried out

6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Part 2-Financial Bid)-shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of Tender

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

Discrepancies and Adjustment of Errors

8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and

figured dimensions in preference to scale and Special Conditions in preference to General Conditions.

- 8.1 In the case of discrepancy between the Schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed :
- i. Description of Schedule of Quantities.
 - ii. Special Specifications, as mentioned in Section-5 if any.
 - iii. Drawings
 - iv. Technical Specifications as mentioned in Section-5
 - v. Indian Standard Specifications of BIS.
- 8.2 If there are varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the Contractor.
- 8.3 Any error in description, quantity or rate in Schedule of quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

Signing of Contract

9. (a) The successful tenderer /Contractor, on acceptance of his tender by the Accepting Authority shall, within 28 days from the Letter of Acceptance of the work sign the Contract consisting of: -
- (i) the Notice Inviting Tender and Instructions to Tenderers, all the documents including drawings, if any, forming the tender set as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading hereto.
 - (ii) General Conditions of Contract for works available in RITES web site <www.rites.com>, consisting of:
 - Conditions of Contract
 - Clauses of Contract
 - RITES Safety Code.
 - RITES Model Rules for the protection of health and sanitary arrangements for workers.
 - RITES Contractor's Labour Regulations.
 - (b) Each page of the Contract Agreement should be signed by the Engineer-in- Charge and the Contractor's authorized signatory. If there are any corrections, cuttings, omissions, over writings, insertions etc (after issue of Tender Document) their number should be clearly mentioned on each page of the Contract Document before signing.
 - (c) No payment for the work done will be made to the Contractor till the Contract Agreement is signed by the Contractor and Performance Guarantee have been

submitted by the Contactor.

10. Miscellaneous Conditions of Contract

- (i) The Contractor whose tender is accepted will be required to submit an irrevocable Performance Guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E', in addition to other deposits mentioned elsewhere in the contract, for an amount specified in the Letter of Acceptance in any of the forms stipulated in Clause 1 of Clauses of Contract within the period specified in Schedule 'F'. In addition, towards Security Deposit a sum at the rate of 5% of the gross amount of each running bill and final bill will be deducted. Earnest money of the successful Bidder will be returned on submission and verification of the Performance Guarantee as per Clause 1 of Clauses of Contract
- (ii) On acceptance of the tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
- (iii) In case the tender for this work includes in addition to building work all other works such as sanitary and water supply installations, drainage installation, electrical work, landscaping work, roads and paths etc, the tenderer must associate himself with agencies of appropriate class/Government Licensed Agencies after prior approval of Engineer-in-Charge.
- (iv) The Contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so his failure will be a breach of the Contract and the Engineer-in-Charge / the Employer may in his discretion without prejudice to any other right or remedy available in law cancel the Contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Section – 8

CLAUSES OF CONTRACT

SECTION - 8 CLAUSES OF CONTRACT
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SECTION – 8

CLAUSES OF CONTRACT

CLAUSE 1

Performance Guarantee

- (i) The contractor shall submit an irrevocable Performance Guarantee, at specified percentage of the tendered amount as mentioned in Schedule 'F', in addition to other deposits mentioned elsewhere in the contract for the contractor's proper performance of the contract agreement (notwithstanding and/or without prejudice to any other provisions in the contract) within the period specified in Schedule F from the date of issue of Letter of Acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in Schedule 'F' on written request of the Contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in- Charge. This guarantee shall be in the form of insurance Surety Bonds, Account Payee Demand Draft or Fixed Deposit Receipts from a Scheduled commercial bank, or Bank Guarantee (Including E Bank Guarantee) of any Scheduled Commercial Bank in accordance with the form given at Annexure 'A'. The Engineer-in-charge reserves the right to get the Bank Guarantee confirmed from the issuing bank. In case a Fixed Deposit Receipt of a Scheduled commercial Bank is furnished by the Contractor to the Employer as part of the Performance 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 Employer to make good the deficit.
- (ii) The Performance Guarantee shall be initially valid for a period of 60 (sixty) days beyond the stipulated date of completion of work plus maintenance period/Defect Liability Period (DLP) defined under clause 17 hereinafter. The Bank Guarantee shall be extended further from time to time when contract period is extended under provisions of Clause 2 and Clause 5 hereinafter. In case the time for physical completion of work gets enlarged, the Contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work plus maintenance period/DLP defined under Clause 17.
- (iii) Performance Guarantee shall be refunded to the contractor without interest,

after he duly performs and completes all obligations under the contract, including all obligations during maintenance period as included in Clause 17 hereinafter, but not later than 365 days of completion of the Maintenance period/ Defect Liability Period (DLP). Before the Performance Guarantee is released, a "no claim certificate" will be provided by the contractor as per directions of the Engineer-in-Charge as per Annexure-K.

- (iv) The Engineer-in-charge shall not make a claim under the Performance Guarantee except for amounts to which the Employer 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 the Employer any amount due, either as agreed by the Contractor or determined under any of the Clauses/ Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- (v) In the event of the Contract being determined or rescinded under provisions of any of the clause/condition of the Agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.
- (vi) In case of a JV, the Performance Guarantee shall be provided by all members in proportion to their participation in the project or 100% by the lead member.

CLAUSE 1A

Recovery of Security Deposit

- (i) The person/persons whose tender(s) may be accepted (hereinafter called the Contractor) shall permit the Employer 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 and final bill till the sum deducted will amount to Security Deposit of 5% of the tendered value of the work.
- (ii) All compensations or the other sums of money payable by the Contractor under the terms of this Contract may be deducted from, or paid by the sale of a sufficient part of his Security Deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the Contractor by the Employer on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the Contractor shall within 10 days make good in cash or Fixed Deposit

Receipt tendered by the State Bank of India or by Scheduled commercial banks endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his Security Deposit or any part thereof. The Security Deposit shall be collected from the running bills and Final Bill of the Contractor at the rates mentioned above.

- (iii) Security Deposit as deducted above may be released against submission of Bank Guarantee (in the format given at **Annexure A-1**) issued by a scheduled commercial bank at the following stages:

- a. After the amount reaches half the value of the limit of retention money; and
- b. After the amount reaches the maximum limit of retention money

The amount shall be released only after receipt of confirmation of the Bank Guarantee from the issuing bank. Bank Guarantee submitted against Security Deposit shall be initially valid upto the stipulated date of completion of work plus maintenance period defined under clause 17 hereinafter. The Bank Guarantee shall be extended further from time to time when contract period is extended under provisions of clause 2 and 5. In case the time for physical completion of work gets enlarged, the Contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work plus maintenance period defined under Clause 17.

- (iv) One-half of the Security Deposit (or BG, which replaced Security Deposit) shall be refunded on the issue of /After recording of, the "Final Completion Certificate" as defined in Clause 8 hereinafter. If the "Final Completion Certificates" are issued in parts, then in such proportions as the Engineer-in-Charge may determine, having regard to the value of such part or section.
- (v) The other half of the Security Deposit (or BG, which replaced the Security Deposit) shall be refunded upon expiration of 365 days after the Maintenance/ Defect liability (DLP) of the works or final payment, whichever is earlier, on certification by the engineer. In the event of different defect liability periods being applicable to different sections or parts, the expiration of defect liability period shall be the latest of such periods. Notwithstanding anything contained in the clause, security deposit of the work will not be refunded unless the stipulations in Clause 45 and 45A are complied with.

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 Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in **Schedule 'F'** (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/ month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

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

Compensation for delay of work @ half percent of the tendered value per week 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% (Ten percent) 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.

In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

Provided that compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.

In case action under clause 2 has not been finalized and the work has been determined under

clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

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 Employer. In case, the Contractor does not achieve a particular milestone mentioned in Schedule-F, or the rescheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the Contractor. However, if the Contractor catches up with the progress of Work on the subsequent milestone(s), the withheld amount shall be released. In case the Contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

CLAUSE 2A

Incentive for early completion

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

CLAUSE 3

When Contract can be Determined

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

- (i) If the Contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is

being performed in an inefficient or otherwise improper or un-workmanlike manner shall omit to comply with the requirement of such notice for the period of seven days thereafter.

- (ii) If the Contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the Contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- (iv) If the Contractor persistently neglects to carry out his obligations under the Contract and/or commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the Contractor shall offer or give or agree to give to any person in the Employer 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 action in relation to the obtaining or execution of this or any other Contract for the Employer.
- (vi) If the Contractor shall enter into a Contract with the Employer in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/Engineer-in-Charge.
- (vii) If the Contractor shall obtain a Contract with the Employer as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Pact Agreement.
- (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 entitles 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 Accepting Authority;
- (xii) If the Contractor Fails to supply sufficient and suitable constructional plant, temporary works, labour and material as proposed in the work programme;
- (xiii) If the Contractor Fails to comply with the requirements regarding JVs
- (xiv) If the Contractor commits fraud

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

- (a) To determine the Contract as aforesaid (of which termination notice in writing to the Contractor under the hand of Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered, Performance Guarantee ~~and Additional Performance Guarantee (if any)~~ under the Contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
- (b) Further, the contractor shall be deemed to be declared a 'Poor Performer' as per Clause 52.7 hereinafter (without issuance of any notice in this regard) and shall not be eligible for a period of upto two years, to participate in tenders of other works which may be invited by RITES Ltd.
- (c) After giving notice to the Contractor to measure up the work of the Contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another Contractor to complete the work. The Contractor, whose Contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in-charge, the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made

any advances on account or with a view to the execution of the work or the performance of the Contract. And in case action is taken under any of the provision aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this Contract unless and until the Engineer- in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3A

Action in case of delay in start 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, 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.

CLUASE 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 hereof, 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. The Engineer-in-Charge may also direct where required, the clerk of the works, foreman or other authorized agent of the Contractor 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 get them removed at the Contractor's expense or sell them by auction or private sale on account of the Contractor and his risk in all respects and the certificate of the Engineer-in- Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.

CLAUSE 5

Time and extension for Delay

5.1 Time for execution

- (a) The time allowed for execution of the works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such Date of Start as mentioned in Schedule 'F.' or from the first date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, and such default continues even after 10 days after a notice in writing has been given by the Engineer in charge, the performance guarantee shall be forfeited and shall be absolutely at the disposal of the Employer without prejudice to any other right or remedy available in law,:-

The contract shall stand determined when such decision regarding the forfeiture of the performance guarantee is communicated to the contractor

- (b) The contractor shall within 10 (ten) working days of award of work, submit a Net work (PERT/CPM) Time and Progress Chart for each activity and milestone and get it approved by the Engineer-in-Charge. The Chart and programme shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate sequence of various activities of the phased requirement of plant and equipment to be deployed by the Contractor, 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.

Further, to ensure good progress during the execution of the work, the Contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestones given in Schedule 'F' failing which the amounts specified in Schedule 'F' shall be withheld for non-achievement of milestones. The withheld amount may be released when the subsequent milestone(s) is/are achieved. The withheld amount may also be released against submission of Bank Guarantee of equivalent amount issued by a scheduled commercial bank in the format given at **Annexure A-2** after confirmation of the Bank Guarantee by the issuing bank.

(c) Method of Working

- (i) The Contractor shall also submit to the Engineer-in-Charge for his approval the Method Statement supported by the following information
- (a) A general tentative lay out plan of construction plant and equipment for the execution of work within time period stipulated in schedule.
- (b) Drawings showing the locations of major plants and other facilities which he

proposes to put up at the site, including any changes in the general layout, at least 15 days prior to the commencement of the respective work.

(c) Layout and details of temporary works that the Contractor wants to carry out to fulfill his obligation under the Contract.

(ii) Within 7 days, the Engineer-in-charge through the Engineer shall give his approval to proceed with work with or without modification. However acceptance of programme and method of working as submitted by the Contractor or with any modification thereto by the Engineer-in-Charge shall not relieve the Contractor of any of his contractual obligation.

(iii) All these programmes and plans submitted by the Contractor and approved by the Engineer-in-Charge shall become part of the Contract.

(iv) The acceptance of programmes as submitted by the Contractor or with any modification thereto by the Engineer-in-Charge shall not entitle the Contractor for any extension of time unless delay, if any, is expressly sanctioned by the Engineer-in-Charge.

(d) Plant Requirements

The Contractor shall submit, with the programme and method statement mentioned above a comprehensive plant schedule which shall include the dates of arrival on and removal from site of each major item of plants.

(e) Sufficiency of Resources

The Contractor shall take upon himself the full and entire responsibility for the sufficiency of plants, centering, scaffolding, timbering, machinery, tools and implements and generally for all means used for the fulfillment of the Contract notwithstanding any previous approval or recommendation that may have been given by the Engineer.

5.2 Delays due to reasons beyond the control of both parties:

If the work(s) be delayed by:-

- (i) Force Majeure
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- (vi) any other cause like above 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.

The Engineer-in-Charge, on receipt of such notice, considering the factual ground situation, give a fair and reasonable 'justified extension of time' and reschedule the mile stones for completion of work, as indicated hereinafter.

The Contractor 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.

The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2

5.3 Delays attributable to the Employer and the Concurrent delays:

In case the work is hindered, by the Department/Employer or for any reason / event, for which the Department/Employer is responsible, the Contractor shall immediately give notice thereof to the Engineer-in-Charge. The Engineer-in-Charge shall, after verification of facts, give a fair and reasonable 'justified extension of time and reschedule the mile stones for completion of work. Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law, provided further that for the concurrent delays i.e. the delays occurring concurrently due to the defaults of both the parties, the contractor be entitled for extension of time but shall have no claim of damages.

5.4 Rescheduling of milestones and 'Justified extended date

Request for rescheduling of Milestones and extension of time, shall be made by the Contractor in writing to the Engineer-in-Charge through the Engineer in the format given at **Annexure-J** as soon as possible after the happening of the event causing delay. Such request shall, however, be made not later than three months prior to the stipulated date of completion in respect of all hindrances encountered till then. For subsequent hindrances the request for extension of time shall be submitted in the same format not later than 30 days prior to the stipulated date of completion or previously extended date of completion. While requesting for extension of time, the Contractor may also, if practicable, indicate the period for which rescheduling of milestone/s or extension is desired.

The Engineer-in-Charge, after examining the request, shall give a fair and reasonable 'justified extension of time' for completion of work and simultaneously reschedule the milestones. In event of non-application by the contractor for extension of time, the Engineer-in-Charge, after affording opportunity to the contractor, may give, fair and reasonable justified extension and reschedule the milestones, within a reasonable period of occurrence of the event causing delay. Such justified extension of time shall determine the 'justified extended date' of completion of work

CLAUSE 5A

Shifting of Stipulated Date of Completion (Refer Clause 10CC herein below)

The authority specified in Schedule "F" may, at the written request of the contractor, shift the stipulated date of completion only if the execution of work is delayed (net delay) by more than 25% of the time allowed for completion, and the reasons for such delay are solely attributable to the Employer or the Engineer-in-Charge. Delays attributable to other causes or to the contractor, shall not be considered.

The decision of the competent authority regarding shifting of the stipulated date of completion and the extent of shifting shall be final and binding upon the contractor.

The stipulated date of completion so shifted by the competent authority shall be considered for the purpose of Clause 10CC as the stipulated date of completion.

CLAUSE 6

Measurement of Work Done

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CLAUSE 6 A

COMPUTERISED MEASUREMENT BOOK

The 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 laid down by the Engineer-in-Charge, 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 or his authorized representative as per interval of program fixed in consultation with Engineer or his authorized representative. All calculations shall be done using relevant formulae. All carried forward figures be those in the measurement portion or in the abstract, shall have linkage to the cell where from it is carried forward. No quantity without linkage to its reference cell shall be permitted. Measurements thus recorded shall however be admitted for payment only after confirmation of compliance to other stipulations laid down in the contract.

After the necessary corrections made by the Engineer, the measurement sheets shall be returned to the Contractor for incorporating the corrections and for resubmission to the

Engineer for the dated signatures by the Engineer 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 by the Engineer and/or his authorized representative. The Contractor will, thereafter, incorporate such changes arising out of these checks/test checks, in his draft computerized measurements, and submit to the Engineer a computerized Measurement Book, duly bound, and with its pages machine/computer numbered. The Engineer and/or his authorized representative would thereafter check the MB, and record the necessary certificate for their checks/test checks.

The final, fair, computerized Measurement Book given by the Contractor, duly bound, with its pages machine/computer 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/computer numbered and bound, after getting the earlier MB cancelled by the

Engineer. Thereafter, the MB shall be taken in the Engineer's Office records, and allotted a number as per the Register of Computerized MBs. This shall be done by the Engineer before the corresponding Bill is submitted to the Office of Engineer-in-Charge for payment. The Contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the Employer.

The Contractor shall also generate a separate computerized MB containing Abstract of Cost and submit to the Engineer along with the Bill based on these measurements, duly bound, and its pages machine/computer numbered along with two spare copies of the Bill. The Contractor shall submit his bill in the format approved by the Engineer-in-Charge. Thereafter, this Bill will be processed by the Engineer and allotted a number as per the computerized MB record in the same way as done for the Measurement Books meant for measurements and Abstract of Cost.

The contractor shall submit separate soft and hard copies of Measurement Books containing details of measurements and a separate soft and hard copy of abstract of measurements. For recording measurements and also for preparing abstract, the contractor shall use black font with standard type and size. Change of font type, size (font size 12) and colour shall be seen as violation of billing procedure. The contractor shall certify that there are no hidden cells in the computerized measurement books.

If the measurements are taken in connection with a running contract, the contractor shall record a reference to the last set of measurements, if any. If the entire job or contract has been completed, the date of completion shall be mentioned. If the measurements taken are the first set of measurements on a running account or the first and final measurements, this fact shall be suitably noted by the contractor against the entries in the Measurement Book and in the latter case, the actual date of completion shall also be mentioned.

All pages of the measurement book shall have header giving the name of work, contract package in abbreviated form and the footer shall be numbered. Entries shall be recorded continuously and no blank page left or torn out. Any page or space left blank inadvertently shall be cancelled by diagonal line, the cancellation being attested and dated by the contractor.

In cases where "part rate" is claimed for any item, brief reason and rationale for arriving at part rate shall be recorded in the Measurement Book by the Contractor. In such cases the quantities shall be correctly indicated for each part rate (in case of more than one rate assigned for the same item) based on measurements. The Engineer / Engineer-in- Charge reserves the right to modify the part rate and/or the quantity to which such part rate is assigned.

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 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 or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer or his authorized representative in charge of the work who shall with 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'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 or his authorized representative may cause either themselves or through another agency to check the measurements recorded by the 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 and it shall not relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE 7

Payment on intermediate Certificates to be regarded as Advances

No payment shall be made for work, estimated to cost Rupees One Lakh or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rupees One Lakh, the interim or running account bills shall be

submitted by the contractor in the format approved by the Engineer-in-Charge for the work executed on the basis of recorded measurements, in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. Such interim or running bills shall be submitted along with the supporting documents. The Contractor shall not be entitled to be paid any such interim payment **if the Net Payment** (gross work done adjusted for (i) retentions and recovery of advances and (ii) statutory deductions (works tax, income tax, others), 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. The Engineer-in-Charge in his sole discretion may modify the periodicity of running bill from one month to such lesser/longer time as he considers appropriate, Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the Contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the Contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge.

An ad-hoc payment of not less than 75% of eligible running account bill/ due stage payment shall be made within **10 working days** of submission of the bill by the Contractor to the Engineer-in-Charge or his Engineer together with the account of the material issued by the Employer, or dismantled materials, if any. This period of **10 days** is for completion of all processes including prima facie scrutiny and certification by the Engineer-in-charge. The remaining payment is also to be made after final checking of the bill within **28 working days** of submission of bill by the contractor. In case the payment has not been released within 10 working days as prescribed above, it shall be made as soon as possible and after payment a written explanation for the delay shall be submitted to the next higher authority within three working days. In case of unwarranted discretionary delays in payment, including failure to authorize/ make adhoc payment as prescribed above, responsibility shall be fixed on the concerned officers of RITES Ltd. The contractor will not be entitled to any compensation or claims or damages by way of interest etc., in case of delay in payment.

All such interim payments shall be regarded as payment by way of advances against that 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.

Since the Contract is being entered into with the Contractor by RITES acting for and on behalf of the Employer as Agent/Power of Attorney Holder, no Bill will be paid unless sufficient funds have been made available by the Employer.

CLAUSE 7A

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.

CLAUSE 8

Completion Certificate (s)

On substantial Completion of the work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a "Substantial Completion" certificate, if so requested by the contractor in writing for the purpose of Credentials for Bidding in other projects shall be recorded and issued by the Engineer-in-Charge. Provided that such "Substantial Completion Certificate" shall be recorded only after at least 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor and no proceedings of termination of contract on Contractor's default has been initiated. This Certificate for substantial completion of project/work/asset should contain three parts. Part-I shall contain financial value of work done, PVC amount and present contract value. Part-II shall contain 'certificate of functional completion of project/work/asset'. Part-III shall contain that no proceedings of termination of contract on contractor's default has been initiated. The Substantial Completion certificate so recorded shall be appended with a list of outstanding balance items of work that need to be completed in accordance with the provisions of the contract. No 'Performance Guarantee'/Security Deposit will be released on issuance of Substantial Completion.

Within ten days of the completion of the work, the Contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice the Engineer-in-Charge shall inspect the work and if there is no defect in the work shall furnish the Contractor with a **Final certificate of completion**, otherwise a **provisional certificate of physical completion** indicating defects (a) to be rectified by the Contractor and/or (b) items for which payment will be made at reduced rates and/or (C) some minor incompletions which are dependent upon completion of work by other agencies shall be issued.

Provisional Certificate of Physical Completion will be issued only after the Contractor has completed, the entire scope of work allotted to him except for:

- i) the work not required to be done by the Employer; and / or
- ii) some minor defects which do not affect the usage and structural integrity of the work; and / or
- iii) some minor incompletions which are dependent upon completion of work by other agencies.

Final Certificate of Completion shall be issued after removal of all minor defects and completion of minor incompletions as indicated in the Provisional Certificate. Clause 17 may be referred to with respect to issue of Final Certificate of Completion regarding non-completion

of minor incompletions which are dependent upon completion of work by other agencies. The Maintenance Period, of the work as indicated in Clause 17 hereunder, shall commence from the date of issue of such Final Certificate of Completion. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the Contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/ their work people on the site in connection with the execution of the works as shall have been erected or constructed by the Contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the Contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the Contractor remove such scaffolding, surplus materials and rubbish etc. and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the Contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 8A

Contractor to keep Site Clean

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

CLAUSE 8B

Completion Plans and Operating /Maintenance Manual to be submitted by the Contractor

The Contractor shall submit Completion plans for all Civil, Sanitary, Plumbing, Structural and all other types of works as applicable, within thirty days of the completion of the work. The Contractor shall submit complete 'record' drawings periodically corrected to show each and every change from working drawings, on tracings/reproducibles/CDs, as directed by the Engineer-in-Charge. In case the works include items which require specialized maintenance and/or Plant & Equipment which will require periodic maintenance, the Contractor shall supply along with the Completion Drawings three sets of Operating/Maintenance Manuals as required.

In case, the Contractor fails to submit the Completion plan and /or Operating/ Maintenance Manual, as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs.5 lakhs (Rupees Five lakhs only) 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 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, should be paid to the contractor within the period of three months, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Engineer, complete with account of materials issued by the Employer and dismantled materials.

The Contractor will not however be entitled to any compensation or claims or damages by way of interest etc. in case of delay in payment.

In case the Contractor fails to submit his final bill along with supporting documents within the time stipulated above for such submission, the Engineer-in-Charge may prepare or cause to be prepared the final bill within three months of the date of final certificate of completion; in such event no claim whatsoever on account of difference in quantities or rates and due to delay in payment, including interest, shall be payable to the Contractor.

CLAUSE 9 A

Payment of Contractor's Bill to Banks

Payment due to the contractor as per contract shall be released into the designated bank account of the contractor duly intimated through **Annexure-VII of Section-1**, submitted at the time of bid or subsequent changed by contractor duly signed by the authorized signatory of contractor and bank and if accepted by EIC

CLAUSE 10

Materials supplied by the Employer

Materials which the Employer 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 along with every running bill (on account or interim bill) material-wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/ section-wise in the case of steel) and resulting variations and reasons therefor 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 work if reconciliation is not found to be satisfactory.

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

On being required to return the stores/ materials, the Contractor shall hand over the stores/ materials on being paid or credited such price as the Engineer-in-Charge shall determine, having due regard to the condition of the stores/ materials. The price allowed for credit to the Contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the Contractor shall in addition to throwing himself open to account for contravention of the terms of the licences or permit and/or for criminal breach of trust, be liable to the Employer 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 Employer within the original scheduled time for completion of the work plus 50% thereof or scheduled time plus 6 months whichever is more if the time of completion of works 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 the required quantities of materials are got issued. Any such materials remaining unused and in perfectly good/ original condition at the time of completion or determination of the Contract shall be returned to the Engineer-in-Charge at the stores from which it was issued or at a place directed by him by a notice in writing. The Contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue.

Provided, further that the Contractor shall not be entitled to claim any compensation from the Employer for the loss suffered by him on account of delay by the Employer 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 Employer.

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 Employer.

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 used on the work shall be in conformity with the specifications laid down or referred to in the Contract. The Contractor shall, if requested by the Engineer-in-charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply with the specifications. 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 analyzed 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 authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility and every assistance in obtaining the right to 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.

If stipulated in **Schedule 'F'** 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 with the testing equipment as specified in **Annexure 'B-1'** except where otherwise stipulated in **Schedule 'F'**.

The Contractor shall comply with special conditions relating to procurement, testing and storage of cement and steel as given in **Annexure 'B-2'**.

CLAUSE 10 B

Secured Advance against Material brought to Site

- (i) The Contractor, on signing an indenture in the form given at '**Annexure' I**' shall be entitled to be paid during the progress of the execution of the work up to 75% (seventy-five per cent) of invoice value, or the 75% (seventy-five per cent) of the corresponding value of the materials determined on the basis of BOQ rates, whichever is less, subject to the condition that their quantities are not excessive and shall be used within a period of 90 (ninety) days and subject to other stipulations in the contract. Provided further that such advance shall be paid only on such 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, pilferage, deterioration or other causes but which have not at the time of advance been incorporated in the works. Such advance shall be payable only on such

material against which contractor has not taken any loan/ limit from banks against hypothecation of the materials. An undertaking in this regard shall be taken from the contractor.

The contractor is required to submit proof of cost of materials and the delivery of material at site while claiming such advances. The stock register should be maintained from the commencement of the contract and, unless otherwise prescribed in the contracts, the stock, so considered for advance, should generally be only paid stock (and not brought on credit). Where the materials are supplied from a captive source of the contractor, the reasonableness of the valuation of such materials may be ensured.

The advance will be recovered from each succeeding running bill (periodic/ interim payment) to the extent materials for which advance has been previously paid have been incorporated into the works. In all cases, the recovery of the advance will be affected after expiry of a period of 120 days since payment of advance, whether the material is consumed in the work or not.

Mobilisation Advance

- (ii) Interest bearing Mobilisation 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 paid in two equal installments. The first installment of such advance shall be released on a request made by the Contractor to the Engineer-in-Charge in this behalf. The second installment shall be released by the Engineer-in-Charge only after

- (i) The Contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge and
- (ii) on achieving a financial progress of 10 (ten) per cent of the tendered Value, as per the Running Bills as mentioned in Clause 7 hereinbefore.

Before any installment of advance is released, the Contractor shall furnish Bank Guarantee Bonds aggregating to 110% of the installment amount and not exceeding three in number from any Scheduled Commercial Bank as per form given in **Annexure 'C'**. Mobilisation Advance shall be released only after receipt of confirmation of the Bank Guarantee from the issuing Bank. The BG Bonds shall be furnished initially valid for the full contract period. If the contract period gets extended due to any reasons, the BG Bonds shall be kept renewed from time to time to cover the balance amount to be recovered together with interest @ 10% and valid for the likely period of complete recovery. The BG Bonds shall be discharged progressively depending upon the amount of mobilisation advance recovered along with interest.

Plant, Machinery & Shuttering Material Advance

- (iii) An Interest bearing 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, machinery or shuttering material to site.

Such advance shall be given on such plant, machinery or shuttering material which in the opinion of the Engineer-in-Charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% of 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 recognized by the Central Board of Direct Taxes under the Income-Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs.50,000/-. Seventy five per cent of such amount of advance shall be paid after the plant and equipment is brought to site and balance twenty five per cent on successfully commissioning the same.

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

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

This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer-in-Charge to be necessary for the works; (b) and are in and are maintained in working order; (c) hypothecated to the Employer as per proforma of Hypothecation Deed given in **Annexure `D'**, 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 falling which such advance shall be entirely recovered in lump sum. For this purpose, steel scaffolding and form work shall be treated as plant & equipment.

The Contractor shall insure the Plant and machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site.

Any amounts not recovered from the insurer will be borne by the Contractor.

Interest & Recovery

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

entire outstanding amount up to the date of recovery of the installment. Recovery of advance at any intermediate stage shall be effected, if necessary, by encashment of part Bank Guarantees if the appropriate prorata amount of advance is not available from the work done by the Contractor.

- 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 Machinery advance may be extended in the discretion of the Engineer-in-Charge.

- vi) Applicability of Clause 10 (B) (ii) to (v)

Provided always that provisions of Clause B (ii) to (v) shall be applicable only when so provided in **Schedule 'F'**.

CLAUSE 10 C

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

Deleted

CLAUSE 10 CA

Payment due to variation in prices of materials after receipt of tender

Deleted

CLAUSE 10 CC

Payment due to increase/decrease in prices/wages after Receipt of Tender for Works

This clause will be applicable only when so provided in **Schedule 'F'**.

If the prices of materials (not being materials supplied or services rendered at fixed prices by the Employer in accordance with Clauses 10 & 34 here of) 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 works executed during the justified period extended as above, the compensation as detailed below will be limited to the indices/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less. Such compensation for escalation

in the prices of materials and labour, when due, shall be worked out based on the following provisions:-

- (i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.
- (ii) The cost of work on which the escalation will be payable shall be reckoned as below:

a) Gross value of work done upto this quarter		(A)
b) Gross value of work done upto the last quarter		(B)
c) Gross value of work done since previous quarter		$C=(A-B)$
d) Full assessed value of Secured Advance fresh paid in this quarter		(D)
e) Full assessed value of Secured Advance recovered in this quarter		(E)
f) Full assessed value of Secured Advance for which escalation is payable in this quarter		$F= (D - E)$
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		$I=(G-H)$
j) Extra Items, Substituted Items and Deviated Quantities paid as per Clause 12 based on prevailing market rates (plus increase in royalty paid under Clause 37 B during the quarter:		(J)
Then, $M = C + F + I - J$ $N = 0.85 M$		
k) Less cost of material supplied by the Employer as per Clause 10 and recovered during the quarter		(K)
l) Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter		(L)

Cost of work for which escalation is applicable:

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

- (iii) Components of cement, steel, materials, labour, POL, etc. shall be 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 percentage shall be final and binding on the Contractors. The percentages stipulated for the different components in **Schedule 'E'** will continue to be applicable even if the percentages vary as per actual at the stage of execution of works.

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

a) Adjustment for component of 'Cement'

$$V_c = \frac{W \times X_c}{100} \times \frac{CI - C_{lo}}{C_{lo}}$$

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) above.

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

CI: Average of Monthly Wholesale Price Index for Ordinary Portland cement and Pozzolana cement for the period under consideration as published by the Economic Advisor to Govt. of India, Ministry of Commerce & Industry (2011-12) series.

C_{lo}: Average of Monthly Wholesale Price index for Ordinary Portland cement and Pozzolana cement valid on the last stipulated date of receipt of tenders (including extension, if any) as published by the Economic Advisor to Govt. of India, Ministry of Commerce & Industry (2011-12) series.

b) Adjustment for component of 'Steel'

$$V_s = \frac{W \times X_s}{100} \times \frac{SI - S_{lo}}{S_{lo}}$$

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) above.

X_s: Component of steel expressed in percent of the total value of work

SI: Average Monthly Wholesale Price Index for (i) Angles, Channels, Sections, Steel (coated/not), (ii) Mild Steel Flat Products, (iii) Hot Rolled Coils & Sheets and (iv) Cold Rolled Coils & Sheets for the period under consideration as published by the Economic Advisor to Govt. of India, Ministry of Commerce & Industry (2011-12) series.

S_{lo}: Average Monthly Wholesale Price Index for (i) Angles, Channels, Sections, Steel (coated/not), (ii) Mild Steel Flat Products, (iii) Hot Rolled Coils & Sheets and (iv) Cold Rolled Coils & Sheets valid on the last stipulated date of receipt

of tenders (including extension, if any) as published by the Economic Advisor to Govt. of India, Ministry of Commerce & Industry (2011-12) series.

c) Adjustment for component of 'Materials'

$$VM = \frac{W \times XM}{100} \times \frac{MI - Mlo}{Mlo}$$

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

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

Xm: Component of 'materials' expressed as percent of the total value of work.

MI: Monthly Wholesale Price Index (2011-12 series) for all commodities for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Commerce & Industry.

Mlo: Monthly Wholesale Price Index (2011-12 series) for all commodities valid on the last stipulated date of receipt of tender (including extension, if any) as published by Economic Advisor to Govt. of India, Ministry of Commerce & Industry.

d) Adjustment for Component of POL

$$VF = \frac{W \times Z}{100} \times \frac{FI - Flo}{Flo}$$

VF: Variation of cost of Fuel, Oil & 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) above.

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

FI: Monthly Wholesale Price Index (2011-12 series) for High Speed Diesel for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Commerce & Industry, New Delhi.

Flo: Monthly Wholesale Price Index (2011-12 series) for High Speed Diesel valid on the last stipulated date of receipt of tender (including extension, if any) as published by Economic Advisor to Government of India, Ministry of Commerce & Industry.

- 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 work, the last period for payment might become less than 3 months, depending on the actual date of completion.

For the purpose of reckoning the work done during any period/quarter, the bills prepared during the period/quarter shall be considered. The date of submission of bill finally by the contractor to the Engineer in case of computerized MBs shall be the guiding factor to decide the bills relevant to any period/quarter. The date of completion as finally recorded by the competent authority in the MB shall be the criterion for the last quarter or fraction.

- (b) The index (CI, SI, 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 CI, SI, MI and FI shall be the average of the indices for the months falling within that period.

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

$$VL = \frac{W \times Y}{100} \times \frac{LI - Llo}{Llo}$$

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

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

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

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

LI: Highest 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.

- vii) The following principles will be followed while working out the compensation as per sub-Para 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. It is not necessary that Llo and LI should be those notified by the same Body.

- (b) The escalation for labour also shall be paid at the same quarterly intervals when escalation

due to increase in cost of materials and/or POL is paid under the clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters.

- (c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.
- viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this Contract and in this regard the formula hereinbefore stated under this Clause 10CC shall mutatis mutandis apply, provided that:
 - (a) No such adjustment for the decrease in the price of materials and/or wages of labour afore mentioned would be made in case of Contracts in which the Clause 10 CC is not applicable as indicated in **Schedule 'F'**.
 - (b) The Engineer-in-Charge shall otherwise been titled to lay down the procedure by which the provisions 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) The Contractor shall furnish the basic data, initially and periodically during the course of work about CI, Clo, SI, Slo, MI, Mlo, FI, Flo, LI, Llo etc. required for computations under clause 10CC, along with copy of supporting documentary evidence.

CLAUSE 10D

Dismantled Material Employers' Property

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

CLAUSE 11

Work to be Executed in Accordance with Specifications, Drawings, Orders etc.

The Contractor shall execute the whole and every part of the work in the most substantial and

workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the Contractor shall be furnished free of charge one copy of the Contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public works Department or any other organization specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the Contract.

Any reference made to the standards, specifications issued by the BIS and other similar organizations shall be deemed to include the latest edition of issue of such standards, specifications and bye-laws including all revisions, amendments and addenda subsequently issued. Where ISI Standards exist in respect of materials, then the materials shall in all respects comply with the relevant and current ISI. In such cases where ISI Specifications do not exist nearest equivalent International Standards/ Specifications will be followed. In absence of either the specified manufacturers' specifications shall be followed. In absence of all these, the Engineer's instructions shall be followed.

If any ambiguity arises as to the meaning of any of portion of the specifications and drawings or as to execution or quality of any work or material or as to measurement of the works, the decision of the Engineer-in-Charge shall be final and binding on the Contractor.

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. The Contractor shall not carry out any extra item or substituted item or quantity in excess of permitted deviation as stipulated in Schedule 'F' of items covered by Schedule of Quantities, without specific written approval of the Engineer-in- Charge. In all such cases, the Contractor shall advise the Engineer-in-Charge in

writing as soon as he observes the necessity for execution of such item or excess quantity.

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 which decision shall be final and binding on the Contractor.

12.2 (a) Deviation, Extra items and Pricing

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

(b) Deviation, Substituted Items, Pricing

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

- (i) 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).
- (ii) 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).

(c) Deviation, Deviated Quantities, Pricing

In the case of Contract items, Substituted items and Contract cum Substituted items which exceed the limit laid down in **Schedule 'F'** the following procedure shall be followed in

making payment for the Quantity as actually executed.

- (i) If the Contract Quantity is A units and Deviation percentage stipulated in Schedule 'F' is B%, the payment will be effected at Contract BOQ unit rate for that item for the Quantity $(A + \frac{A \times B}{100})$ termed as (say) C .

100

- (ii) For the Quantity exceeding C and upto 1.20C, payment will be effected at 97% of Contract BOQ unit rate.
- (iii) For the Quantity exceeding 1.20C, the Contractor may within fifteen days of receipt of order or occurrence of the extra, claim revision of the rate supported by proper analysis. If the rate so claimed is in excess of 97% of Contract BOQ unit rate for that item, the Engineer-in-Charge shall within one month of receipt of the claim supported by analysis, and after giving consideration to the analysis of the rates submitted by the Contractor, determine the rate on the basis of the market rates and the Contractor shall be paid in accordance with the rate as determined. In case where the Contractor does not submit any claim for revision of rate and the Engineer-in-Charge is of the opinion that even 97% of Contract BOQ unit rate is on the higher side, he can determine the rate on the basis of the market rate analysis and the Contractor shall be paid in accordance with such revised rate as determined by the Engineer-in-Charge.

12.3 In case the quantity executed is less than the Contract Quantity for any item, payment will be effected at the Contract BOQ rate if the executed quantity is within the Deviation limit stipulated in Schedule 'F'. If the executed quantity is even lesser than that the payment will still be effected only at BOQ rate for the full quantity as executed.

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

12.5 For the purpose of operation of Schedule 'F', except in cases where there is a specific definition of Foundation in Schedule 'F', the following works shall be treated as works relating to foundation.

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

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

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

CLAUSE 13

Foreclosure of Contract due to Abandonment or Reduction in Scope of Work

If at any time after acceptance of the tender the Employer 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 the rates as stipulated in Clause 12 for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge whose decision shall be final and binding on the Contractor, for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure:

- i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office, storage accommodation and water storage tanks.
- ii) The Employer 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, the Employer 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 the Employer 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 the Employer are rendered surplus, the same except normal wastage shall be returned by the Contractor to the Employer 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 the Employer's stores, if so required by the Employer 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 Employer 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 Employer from the Contractor under the terms of the Contract.

CLAUSE 14

Taking away part work due to default of the Contractor and recovery of additional cost

If Contractor:

- i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
- ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or does not take effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
- iii) Fails to complete the work(s) or items of work with individual dates of completion, on or before the date (s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

The Engineer-in-Charge on behalf of the Employer, without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to the Employer, by a notice in writing to take the part work / part incomplete work

of any item (s) out of his hands and shall have powers to:

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

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

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

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

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

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

CLAUSE 15

Suspension of Work

- i) The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the Contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in- Charge may

consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

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

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

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

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

iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for 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 the Employer or where it affects whole of the works, as an abandonment of the works by the Employer, 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 the Employer, 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 the Employer for the loss suffered by him on account of delay by the Employer in

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 Employer.

CLAUSE 16

Action in case Work not done as per specifications

All works under or in course of execution or executed in pursuance of the Contract shall at all times be open and accessible to the inspection and supervision of the Engineer-in-Charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Control Organization of the Employer or any organization engaged by the Employer 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 authorized subordinates in charge of the work or to the Chief Engineer-in-Charge of Quality Control or his subordinate officers or the officers of the organization engaged by the Employer 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 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 his 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 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 the maintenance period specified in **Schedule F** after Final certificate of completion shall have been given by the Engineer-in-Charge as aforesaid in Clause 8 arising out of defect or improper materials or workmanship, the Contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge shall cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the Contractor, or from his Security Deposit or the proceeds of sale thereof of a sufficient portion thereof. **The Performance Guarantee of the Contractor shall not be refunded before the expiry of the maintenance period mentioned in Schedule F after the issue of the Final Completion Certificate of work, and obtaining "No Claim Certificate" as mentioned in Clause 1 hereinbefore.**

The Final Completion Certificate may be issued to contractor immediately after rectification of the defects mentioned in Provisional Certificate of Completion to the satisfaction of Engineer-in-charge and clearance of site as stipulated in clause 8 herein before. In case of non-completion of items of works listed in Provisional Certificate of Completion which are dependent on execution by other agencies, the Final Completion Certificate may be issued with a suitable remark by Engineer-in-Charge. The contractor shall execute such works which are dependent on execution by other agencies within the expiry of maintenance period provided that site for execution of such works is made available by Engineer-in-charge at least 3 months before expiry of maintenance period. If the site for such works is not made available to contractor within the period mentioned above, Contractor shall not be bound to carry such works under this contract.

The specialized items of work such as Anti termite treatment, water proofing work, kiln seasoned and chemically treated wooden shutters etc. shall be entrusted to specialized firm or Registered Contractor who shall give specific guarantees that they shall be responsible for removal of any defect cropping up in these works executed by them within the Guarantee period. The form in which the Guarantee is to be executed by the Contractor on a stamp paper of the required value is at **Annexure E1 & E2** respectively for Water Proofing Works and Anti Termite Treatment Works.

The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer-in-Charge and delivered to the Employer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer-in-Charge within twenty eight days after the expiry of the Period of Maintenance as stipulated above or as soon thereafter as any works ordered during such period, shall have been completed to the satisfaction of the Engineer-in-Charge and full

effect shall be given to this clause, notwithstanding any previous entry on the Works or taking the possession, working or using thereof or any part thereof by the Employer.

In case of Maintenance and Operation works of E & M services, the security deposit deducted from the Contractor shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance Contract whichever is earlier.

CLAUSE 18

Contractor to Supply Tools & Plants etc.

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

List of mandatory machinery, Tools and Plants to be deployed at site shall be as specified in **Schedule 'F'**.

CLAUSE 18 A

Recovery of Compensation paid to Workman

In every case in which by virtue of the provisions under sub-section (1) of Section 12 of the Workmen's Compensation Act, 1923, the Employer is obliged to pay compensation to a workman employed by the Contractor, in execution of the works, the Employer will recover from the Contractor the amount of the compensation so paid; and, without prejudice to the rights of the Employer under sub- section (2) of Section 12 of the said Act, the Employer 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 the Employer to the Contractor whether under this Contract

or otherwise. The Employer shall not be bound to contest any claim made against it under sub-section (1) Section 12 of the said Act, except on the written request of the Contractor and upon his giving to the Employer full security for all costs for which the Employer might become liable in consequence of contesting such claim.

CLAUSE 18 B

Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the Employer is obliged to pay any amounts of wages to a workman employed by the Contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the RITES 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 the Employer's Contractors, the Employer 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 Employer under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, the Employer 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 the Employer to the Contractor whether under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the Contractor and upon his giving to the Employer full security for all costs for which the Employer might become liable in contesting such claim.

CLAUSE 19

Labour Laws to be complied by the Contractor

- i) The Contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The Contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.
- ii) The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.
- iii) The Contractor shall also comply with the provisions of Building and Other Construction Workers (Regulation of Employment and 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 19 A

Employment of Under-age Labour

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

CLAUSE 19 B

Payment of wages :

- i) The Contractor shall pay to labour employed by him either directly or through sub-Contractors, wages not less than fair wages as defined in the RITES Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- ii) The Contractor shall, notwithstanding the provisions of any Contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-Contractors in connection with the said work, as if the labour had been immediately employed by him.
- iii) In respect of all labour directly or indirectly employed in the works for performance of the Contractor's part of this Contract, the Contractor shall comply with or cause to be complied with RITES Contractor's Labour Regulations from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- iv)
 - a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of nonfulfillment of the conditions of the Contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the Contract or non-observance of the Regulations.
 - b) Under the provision of Minimum Wages (Central) Rules 1950, the Contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid

on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the Contractor by the Engineer-in-Charge concerned.

In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12 (162) MWO/DAB/43884-91 dated 31.12.1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

- v) The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, the Contractor's Labour (Regulation and Abolition) Act 1970, ESI Act 1948 and EPF & MP Act, 1952 or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- vi) The Contractor shall indemnify and keep indemnified the Employer against payments to be made under and for the observance of the laws aforesaid and the RITES Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-Contractors.
- vii) The laws aforesaid shall be deemed to be a part of this Contract and any breach thereof shall be deemed to be a breach of this Contract.
- viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the Contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- ix) The Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.
- x) The Contractor shall comply with the provisions of EPF & MP Act, 1952 and ESI Act, 1948 and also ensure that all his employees including all construction/site workers are provided with Universal Account Number (UAN) by registering them on the EPFO Portal and that they are registered online under the ESI Scheme
- xi) The contractor shall submit proof of recovery and remittance of Employees Provident Fund (EPF), Employees Pension Scheme (EPS), Employees Deposit Linked Insurance (EDLI) and Employees State Insurance (ESI) as and when required.

CLAUSE 19 C

Compliance with provisions in Safety Code

In respect of all labour directly or indirectly employed in the work for the performance of the Contractor's part of this Contract, the Contractor shall at his own expense arrange for the safety provisions as per RITES Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the Contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs.200/- for each default and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the Contractor.

CLAUSE 19 D

Submission of Fortnightly Labour Report

The Contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively :

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

Failing which the Contractor shall be liable to pay to the Employer 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 19 E

Compliance with the Rules on Health and Sanitary arrangements

In respect of all labour directly or indirectly employed in the works for the performance of the Contractor's part of this Contract, the Contractor shall comply with or cause to be complied with all the rules framed by RITES from time to time for the protection of health and sanitary arrangements for workers employed by the Employer and its Contractors.

CLAUSE 19 F

Maternity Benefits

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

3. Conditions for the grant of Maternity Leave :

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

4. The Contractor shall maintain a register of Maternity (Benefit) in the Prescribed form as shown in Appendices I and II in the Proforma of Registers attached to RITES Contractor's Labour Regulations and the same shall be kept at the place of work.

CLAUSE 19 G

Action in case of Non-observance of Rules and Regulations

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

Should it appear to the Engineer-in-Charge that the Contractor is not properly observing and complying with the provisions of the RITES Contractor's Labour Regulations, 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 (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the Contractor requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the Contractor shall fail within the period specified in the notice to comply with and observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the Contractor.. The Contractor shall erect, make and maintain at his own expense and to approved standards all necessary huts and sanitary arrangements required for his/ 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 requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards and if the Contractor 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.

CLAUSE 19 H

Provision of Labour Camp with Amenities

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

- i)
 - a) The minimum height of each hut at the eaves level shall be 2.10m (7ft.) 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 shall in addition construct suitable cooking places having at minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.
 - c) The Contractor 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 shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- ii)
 - a) All the huts shall have walls of sun-dried or burnt bricks laid in mud mortar or other suitable local materials as may be approved by Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with 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 shall provide each hut with proper ventilation.
 - c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
 - d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.
- iii) Water Supply - The Contractor shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from well or river, tanks which may be of metal or masonry, shall be provided. The Contractor shall also at his own cost make arrangements for laying pipe lines for water supply to his labour camp from the existing mains wherever available, and shall pay all fees and charges therefor.
- iv) The site selected for the camp shall be high ground, removed from jungle.

- v) Disposal of Excreta - The Contractor 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 shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such committee/ authority for the removal of the excreta. All charges on this account shall be borne by the Contractor and paid direct by him to the Municipality/authority. The Contractor shall provide one sweeper for every eight seats in case of dry system.
- vi) Drainage - The Contractor shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
- vii) The Contractor shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- viii) Sanitation - The Contractor shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19 I

Compliance with instructions on removal from site of undesirable person

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

CLAUSE 19 J

Unauthorized occupation of building during construction

It shall be the responsibility of the Contractor to see that the building under construction is not occupied by anybody unauthorisedly during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/ buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay a levy upto 5% of tendered value of work may be imposed by the Engineer-in- Charge whose decision shall be final both with regard to the justification and quantum and be binding on the Contractor.

However, the Engineer-in-Charge, through a notice, may require the Contractor to remove the illegal occupation any time on or before construction and delivery.

CLAUSE 19 K

Employment of skilled/semi skilled workers

The contractor shall at all stages of work, deploy formally certified skilled workforce or shall give a commitment to the effect that they would ensure that all his workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of the work under the project, at the cost of the contractor.

Contractor may approach Ministry of Skill Development and Enterpenureship at cpsu-skillindia@gov.in through Engineer in Charge for support in getting the workers skilled through Recognition Prior Leaning (RPL)

Clause 19L

Contribution of EPF and ESI

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-Charge to the contractor on actual basis. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

CLAUSE 20

Minimum Wages Act to be complied with

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

CLAUSE 21

Work not to be sublet, Action in case of insolvency & Illegal Gratification etc.

The Contract shall not be assigned or sublet without the written approval of the Engineer- in-Charge. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the Sub-Contractor and the Employer and shall not absolve the Contractor of any responsibility under the Contract. The execution of work by petty Contractors under the direct and personal Supervision of the Contractor or his agent shall not be deemed to be subletting under this Clause. And if the Contractor shall assign or sublet his Contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the Contractor, or any of his servants or agent to any public officer or person in the employ of the Employer 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 Employer shall have power to adopt the course specified in Clause 3 hereof in the interest of the Employer and in the event of such course being adopted the consequences specified in the said Clause 3 shall ensue.

CLAUSE 22

Payment 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 the Employer 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-

Execution of works under the Direction of the 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 24-A

Life Cycle Cost

The contractor shall be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding forty five days after issue of notice by Engineer- in- Charge. If contractor does not take corrective action within 45 days, then action for debarring of the agency/Banning of Business shall be taken by the appropriate authority

CLAUSE 25

Settlement of Disputes & Arbitration

1. Except where otherwise provided in the Contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the Contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:
2. 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 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.
3. 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 the Engineer-in-Charge's decision or within 15 days of expiry of one month from the date of the Contractor's letter to the Engineer-in-Charge, whichever is earlier, refer to conciliation through Expert Committee ("EC") to be constituted by the Appointing Authority specified in Schedule F as provided hereunder:

3.1 Proposal for EC

The contractor shall give notice to the Appointing Authority for appointing the EC clearly bringing out the points of dispute and the amount claimed with documents in support of the claim.

3.2 Constitution of EC

- i. The Appointing Authority will have the sole discretion to constitute EC which will comprise three Members. One of the three Members will be designated Presiding Member by the Appointing Authority. The Appointing Authority will have authority to reconstitute an EC to fill any vacancy or if any EC Member fails to fulfill his functions or fails to attend two or more consecutive meetings of the EC. The Presiding Member shall convene meetings of the Committee and keep minutes of the same.
- ii. Upon constitution of the EC, the Appointing Authority will issue the appointment letter to EC Members and endorse copies thereof to the parties concerned.
- iii. The EC members shall give a declaration of independence and impartiality to both the parties before commencement of the EC proceedings.

3.3 Proceedings before EC

- i. The claimant shall submit its statement of claims to EC members, the other party to the contract and the Employer within 30 days of the issue of the appointment letter to EC members.
- ii. The respondent shall file its reply and counter claim (if any) within 30 days of the receipt of the statement of claims.
- iii. Parties may file their rejoinder/additional documents if any in support of their claim/counter claim within next 15 days. No documents shall be allowed thereafter, except with the permission of EC.
- iv. EC will commence its meetings only after completion of the pleadings. The Presiding Member shall fix the date, time and venue for the first meeting within 15 days of completion of pleadings in consultation with other Members. Thereafter, the next and subsequent meetings of the Committee shall be fixed with mutual consultations during such meetings.
- v. Two Members will constitute a valid quorum and the meeting can take place to proceed in the matter. EC recommendations will be valid if signed by all Members present in the meeting. Further, Members shall make efforts for unanimous recommendations.
- vi. The parties shall be represented by their in house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of RITES who have handled the matter in any capacity are not allowed to attend and present the case before EC on behalf

of Contractor. However, ex-employees of parties may represent their respective organizations.

- vii. Solicitation or any attempt to bring influence of any kind on either EC Members or Employer/ Engineer – in – Charge is completely prohibited in conciliation proceedings and Employer/ Engineer – in Charge reserves the absolute right to close the conciliation proceedings at its sole discretion if any such attempt is made by the Contractor or its representatives.
- viii. Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the EC proceedings.
- ix. EC will give full opportunity of hearing to the parties before giving its recommendations.
- x. EC will conclude its proceedings in maximum 5 meetings and give its recommendations within 90 days of its first meeting. EC will give its recommendations to both the parties recommending possible terms of settlement. The Appointing Authority may extend the time/ number of meetings in exceptional cases, if EC requests for the same with sufficient reasons.
- xi. EC members will be paid fees and provided facilities as detailed in **Annexure -'F4'**.
- xii. Parties shall not claim any interest on claims/counter claims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of EC recommendations and 30 days thereafter in any further proceeding.
- xiii. The venue of the EC meeting shall be the place specified by the Presiding Member of EC.
- xiv. Legally, parties are under no obligation to refer a dispute to conciliation or continue with conciliation proceedings. Parties are free to terminate the conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act, 1996 duly amended.

3.4 Action after EC Recommendations

- i. The recommendations of EC are non-binding and the parties may decide to accept or not to accept the same. Parties are at liberty to accept the EC recommendation with any modification they may deem fit.
- ii. The Parties shall give their response, if any, to the Appointing Authority and the other Party within 15 days of receiving EC recommendation.
- iii. If the recommendations are acceptable to the Parties partly or fully, Appointing Authority will consider and take a decision on EC recommendations and communicate its decision to the parties. If decision of Appointing Authority is acceptable to the parties, a settlement agreement under Section 73 of the Arbitration and Conciliation Act, 1996 will be signed within 15 days of acceptance by the parties.
- iv. The timelines mentioned in the above sub-clauses are with an objective to achieve expeditious conclusion of EC proceedings. However, it does not mean that any action

beyond the timelines will be invalid. However, the parties concerned will make all efforts to complete the actions within the stipulated time.

- v. The parties shall keep confidential all matters relating to the conciliation proceedings including minutes of EC meeting and recommendations of EC. Parties shall not rely upon them as evidence in any Forum / arbitration / court proceeding whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings,
 - a) Views expressed or suggestions made by other party in respect of a possible settlement of the dispute
 - b) Admissions made by the other party in the course of the EC proceedings,
 - c) Proposals made by the EC,
 - d) The fact that the other party had indicated his willingness to accept a proposal for settlement made by the EC.
 - vi. Confidentiality extends also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement. This stipulation will not apply to disclosure made by Employer to Govt. of India or its authorities, if required.
 - vii. Subject to terms and conditions contained in the above paras, the provisions of the Part III of Arbitration and Conciliation Act, 1996 shall be applicable to the conciliation proceeding and the parties and the EC members shall be bound by the same.
4. If any party is dissatisfied with the decision given by the Appointing Authority after considering recommendations of the EC, it shall, within a period of 30 days from receipt of the decision, give notice in writing to the Appointing Authority for appointment of arbitrator, specifying the issues which the Party is dissatisfied with the decision of the EC and final claims in Form **Annexure 'F2'**, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.
5. In case conciliation under sub-clause 3 is not resorted to and if the contractor (s) does /do not prefer his/their specific and final claims in writing in Form **Annexure 'F2'**, within a period of 90 days after receiving the intimation from RITES that the final bill is ready for payment, he/they will be deemed to have waived his/their claim (s) and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.
6. **Appointment of Arbitrator:** Except where the decision has become final, binding and conclusive in terms of Sub Clause (4) or (5) above, such disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Appointing Authority. The Arbitration Clause shall not be applicable in case the total value of all claims of the Contractor submitted in Form **Annexure 'F2'** exceeds Rs. 2,00,00,000/- (Rupees Two Crore only).
7. Sub Clause 6 shall not be applicable in case the dispute is (i) between two Public Sector Enterprises or (ii) between a Public Sector Enterprise and a Government Department. In such a case the provisions of Sub Clause 31 hereinafter shall apply.

8. The parties may waive off the applicability of sub-section 12(5) of Arbitration and Conciliation Act 1996; if they agree for such waiver, they may do so in writing, after dispute(s) having arisen between them, in the format given under **Annexure 'F3'** of these conditions.

9. Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act. has been waived off:

- i. The Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a RITES Officer not below the level of a General Manager in RITES or retired officer of Executive Director or above and empanelled as an arbitrator with RITES. The Sole Arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by the Appointing Authority.
- ii. For this propose, RITES will send a panel of at least four (4) names of RITES Officers of GM level or above which may also include the name(s) of retired RITES Officer(s) of ED level or above, empanelled to work as RITES Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the Appointing Authority.
- iii. Contractor will be asked to suggest to the Appointing Authority at least 2 (two) names out of the panel for appointment as Arbitrator within 30 days from the date of dispatch of the request by RITES. The Appointing Authority shall appoint Sole Arbitrator from the selected two names. The Appointing Authority shall complete this exercise of constituting the Arbitral Tribunal within 30 days of the receipt of the names from the contractor.

However, if the Contractor fails to suggest any two names out of the list given to him for appointment as sole arbitrator, as aforesaid, then the Appointing Authority may appoint any one out of the list referred in (ii) above, as the sole arbitrator which decision shall be binding on the Contractor.

10. Appointment of Arbitrator where applicability of section 12 (5) of A&C Act has not been waived off:

- i. The Arbitral Tribunal shall consist of a Sole Arbitrator who shall be an Officer retired from Central/State Government or a Central PSE (other than RITES Ltd.) not below the rank of SAG Officer, empanelled in RITES as arbitrators. For this purpose, the Appointing Authority will send a list of at least four (4) names from the said panel of retired officers duly indicating their retirement date to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the Appointing Authority.
- ii. Contractor will be asked to suggest at least 2 (two) names out of the list given to him for appointment as Arbitrator within 30 days from the date of dispatch of the list by the Appointing Authority. The Appointing Authority shall appoint one of them as the Sole Arbitrator. The Appointing Authority shall complete this exercise of constituting the Arbitral Tribunal within 30 days of the receipt of the names from the contractor.

However, if the Contractor fails to suggest any two names out of the list given to him for appointment as sole arbitrator, as aforesaid, then the Appointing Authority may appoint any one out of the list referred in (i) above, as the sole arbitrator which decision shall be binding on the Contractor.

11. If the arbitrator appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/her office or is unable or unwilling to perform his/her functions as arbitrator for any reason whatsoever or dies or in the opinion of the Appointing Authority, fails to act without undue delay, the Appointing Authority shall appoint new arbitrator to act in his/her place in the same manner in which the earlier arbitrator had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator.
12. The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.
13. Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objection raised by any party, if any regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time "limitation" to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceeding or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by the Arbitrator shall be provided to the parties.
14. The claimant shall submit his claim stating the facts supporting the claim along with all the relevant documents and the relief remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
15. The Other Party/Parties shall submit its/their counter-statement and counterclaim(s), if any, within a period of 60 days of receipt copy of claims from Claimant/Tribunal unless extension has been granted by Tribunal
16. Place of Arbitration: The seat of arbitration shall be in Delhi. The venue of arbitration shall be the place as agreed in writing by both the parties and consented by the Sole Arbitrator.
17. Except dispute and claims preferred under sub-Clause (4) and (5) of Clause 25, no new claim shall be added during proceedings by either Party. Arbitrator will adjudicate only upon the matters referred to it by the Appointing Authority and not on Excepted Matters/Non-Arbitrable Disputes as per the Contract. However, a Party may file Counter Claim or amend or supplement the original claim or defence thereof during the course of arbitration proceeding subject to acceptance by Tribunal having due regards to the delay in making it.
18. **Obligation during pendency of Arbitration:** Work under the Contract shall unless otherwise directed by the Engineer-in-Charge continue during the Arbitration proceeding and no payment due or payable by the Employer shall be withheld on account of such proceedings, provided however, it shall be open for the Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.
19. While appointing arbitrator under Sub-Clause 9 and 10(i) above, due care shall be taken that he/she is not the one who had opportunity to deal with the matters to which the contract relates or who in the course of his/her duties as RITES Officer expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award made

by such Tribunal will, however, not be invalid merely for the reason that arbitrator, in the course of his/her service, had opportunity to deal with the matters to which the contract relates or who in the course of his/her duties expressed views on all or any of the matters under dispute.

20. The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that award could be inferred there from.
21. A party may apply for corrections of any computational errors, any typographical or clerical errors or any other errors of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.
22. A party may apply to the Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

23. Deleted

24. Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made. The arbitral tribunal shall indicate i) the Award amount payable on the date of award ii) the period within which it is to be paid and iii) Simple rate of interest applicable beyond the stipulated free period for making payment of Award amount.
25. The cost of arbitration shall be borne equally by the respective parties. The cost shall inter-alia include fee of the arbitrator(s) and expenses on facilities as per the following schedule and the fee shall be borne equally by both 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. Notwithstanding anything contrary provided in any Act, Law or Agreement, the scale of Arbitrators' fee and expenses on facilities shall not exceed the following

S. No	Particulars	Fee payable per Arbitrator per case
1	Arbitrator's fee	Rs.20,000/- per day or Rs.10,000/- per half day subject to a maximum of Rs.3,00,000/- per case Notes: 1. The assessment of work shall be on the following basis: i. 'A day' means more than 2 1/2 hours continuous work on any date ii. 'A half day' means work of 2 1/2 hours or less on any date. iii. If two or more hearings of more than 2 1/2 hours continuous duration are held on any date, then the work shall be treated as equal to two days. 2. The above fee is for hearings and shall also apply to a maximum of three internal meetings held at RITES office by the arbitrator for finalization of award without the presence of the parties involved.
2	Studying of documents	Rs. 50,000/-
3	Secretarial assistance and incidental charges (telephone, fax, postage etc.)	Rs. 25,000/-
4	Charges for publishing/ declaration of award/ settlement agreement	Rs. 20,000/-
5	Other expenses (actuals against bills subject to the prescribed ceiling)	
	i) Travelling Expenses	Economy Class (by air), First Class AC (by train) and AC Car (by road)
	ii) Lodging and Boarding	a) Rs. 12,000/- per day of stay in hotel (in Metro cities) b) Rs. 8,000/- per day of stay in hotel (in other cities) c) Rs. 3000/- per day if the Arbitrator does not stay in hotel as mentioned in a) and b) above.
		Notes : 1) Lodging, Boarding and Travel Expenses shall be allowed for those members who are residing 100 Kms or more from the place of meeting. 2) Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro cities.
6	Local Travel	Rs. 2000/- per day

7	Providing facilities of hearing rooms	To be arranged by Claimant / Respondent for alternate Hearings
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26. In case of a serving officer of RITES acting as arbitrator, the fee payable shall be 50% of the fee worked out at the above scale.
27. Further, the fee payable to the arbitrator would be governed by the above schedule irrespective of the fact whether the arbitrator is appointed by the Appointing Authority or by the Court of law.

28. Deleted

29. The Arbitrator shall be entitled to 25% extra fee if Award is decided within Six months of appointment.
30. Subject to the provisions of Arbitration and Conciliation Act 1996 as amended upto the date of receipt of tenders, and the rules there under and relevant clauses of General Conditions of contract (GCC) and any statutory modifications there of shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.
31. In case the dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in Government of India, Ministry of Heavy Industries & Public Enterprises, Department of Public Enterprises OM No. 4(1)/2013-DPE(GM) /FTS-1835 dated 22-05-2018 as amended.
32. It is a term of this Contract that the party invoking arbitration shall give a list of disputes with amount claimed in respect of each such dispute along with the notice for appointment of arbitrator in the form at **Annexure `F2'**. It is a term of this Contract that "**Excepted matters**" or matters where the decision of the Engineer-in-Charge or any higher authority has been stipulated as "**Final and Binding**" in various Clauses of Contract, stand specifically excluded from the purview of disputed claims of the contractor.
33. It is also a term of this Contract that no person other than a person appointed by such Appointing Authority 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 specific and final claims in writing within 90 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 Employer shall be discharged and released of all liabilities under the Contract in respect of these claims.

34. Signing of “ No Claim” certificate

The Contractor shall not be entitled to make any claim or initiate any legal action, suit or proceedings whatsoever against the Employer under or by virtue of or arising out of the Contract, nor shall the Employer entertain or consider any such claim if made by the Contractor after he shall have signed a "No Claim Certificate" in favour of the Employer in such form as stipulated by the Employer, after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of any item covered by the "No Claim Certificate" or demanding a reference to arbitration in respect thereof.

35. Parties to be impleaded in the conciliation and arbitration proceedings

In case of any claims or legal proceedings by the Contractor, the Employer as well as RITES Ltd acting as Agent to the Employer will be impleaded as parties to the Conciliation or Arbitration or legal proceedings.

36. Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended and any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause, except for cases falling under Sub Clause 31.
37. 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 the arbitrator shall give reasons for the award.
38. It is also a term of the Contract that the arbitrator shall be deemed to have entered on the reference on the date he/she issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. 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.

CLAUSE 26

Contractor to Indemnify the Employer against Patent Rights

The Contractor shall fully indemnify and keep indemnified the Employer 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 the Employer in respect of any such matters as aforesaid the Contractor shall be immediately notified thereof and the Contractor shall be at liberty, at his own expenses, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the Contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27

Lumpsum Provisions in Tender

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

CLAUSE 28

Action where no Specifications are specified

In the case of any class of work for which there is no such specification as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there is no such specification in Bureau of India Standards, the work shall be carried out as per manufacturer's specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 29

With-holding and lien in respect of sums due from Contractor

- i) Whenever any claim or claims for payment of a sum of money arises out of or under the Contract or against the Contractor, the Engineer-in-Charge or the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the Security Deposit and Performance Guarantee, if any deposited by the Contractor, pending finalization or adjudication of any such claim. In the event of the Security Deposit and Performance Guarantee, being insufficient to cover the claimed amount or amounts or if no Security Deposit and Performance Guarantee has been taken from the Contractor, the Engineer-in-Charge or the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the Contractor under the same Contract or any other Contract with the Engineer-in-Charge of the Employer or any Contracting person through the Engineer-in-Charge pending finalization of/adjudication of any such claim.

It is an agreed term of the Contract that the sum of money or moneys so withheld or

retained under the lien referred by the Engineer-in-Charge or the Employer will be kept withheld or retained as such by the Engineer-in-Charge or the Employer till the claim arising out of or under the Contract is determined by the arbitrator (if the Contract is governed by the arbitration clause) or 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 Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company as the case may be, whether in his individual capacity or otherwise.

- ii) The Employer shall have the right to cause an audit and technical examination of the works and the Final Bill of the Contractor including all supporting vouchers abstract, etc. to be made after payment of the Final Bill and if as a result of such audit and technical examination, any sum is found to have been overpaid in respect of any work done by the Contractor under the Contract or any work claimed to have been done by him under the Contract and found not to have been executed, the Contractor shall be liable to refund the amount of over-payment and it shall be lawful for the Employer 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 the Employer to the Contractor, without any interest thereon whatsoever.

Provided that the Employer 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 29 A

Lien in respect of claims in other Contracts

Any sum of money due and payable to the Contractor (including the Security Deposit and Performance Guarantee returnable to him) under the Contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Employer or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or the Employer 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 Employer 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 Employer will be kept withheld or retained as such by the Engineer-in-Charge or the Employer 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 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 the Employer 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 labourers and the number of days for which they worked shall be final and binding upon all parties to this Contract.

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

Explanation : Controlled Area means the following areas :

Districts of Dhanbad, Hazaribagh, Jamtara-a Sub-division under Santhal Pargana Commissionery, Districts of Bankura, Birbhum, Burdwan, District of

Bilaspur.

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

CLAUSE 31

Unfiltered water supply required for the work

The Contractor shall make his 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 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 if the arrangements made by the Contractor for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

CLAUSE 32

Alternate water arrangements

The Contractor shall be allowed to construct temporary wells in the Employer's 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 the Employer either by issue from the Employer's stocks or purchase made under orders or permits or licences issued by the Employer 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 Employer and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the Contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the Contractor however shall not exceed the amount charged to him excluding the element of storage

charges. The decision of the Engineer- in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition the Contractor shall in addition to throwing himself open to action for contravention of the terms of the licence or permit and/ or for criminal breach of trust, be liable to the Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

CLAUSE 34

Hire of Plant & Machinery

- i) The Contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T & P) required for execution of the work except for the Plant & Machinery listed in **Schedule 'C'** and stipulated for issue to the Contractor. If the Contractor requires any item of T&P on hire from the T&P available with the Employer over and above the T&P stipulated for issue, the Employer will, if such item is available, hire it to the Contractor at rates to be agreed upon between him and the Engineer-in-Charge. In such a case all the conditions hereunder for issue of T&P shall also be applicable to such T&P as is agreed to be issued.
- ii) Plant and Machinery when supplied on hire charges shown in **Schedule 'C'** shall be made over and taken back at the Employer's equipment yard/ shed shown in **Schedule 'C'** and the Contractor shall bear the cost of carriage from the place of issue to the site of work and back. The Contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Engineer-in-Charge shall be the sole judge to determine the liability of the Contractor and its extent in this regard and his decision shall be final and binding on the Contractor.
- iii) The plant and machinery as stipulated above will be issued as and when available and if required by the Contractor. The Contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the Employer.
- iv) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over upto and inclusive of the date of the return in good order even though the same may not have been working for any cause except major breakdown due to no fault of the Contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The Contractor shall immediately intimate in writing to the Engineer-in-Charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer-in-Charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the major breakdown has occurred before lunch, period of major breakdown will be computed considering half a day's breakdown on the day of complaint. If the breakdown occurs post lunch, the period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause the decision of the Engineer-in-Charge shall be final and binding on the Contractor.
- v) The hire charges shown in **Schedule 'C'** are for each day of 8 hours (inclusive of the

one hour lunch break) or part thereof.

- vi) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, firewood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the Contractor who shall be fully responsible for the safeguard and security of plant and machinery. The Contractor shall, on or before the supply of plant and machinery, sign an agreement indemnifying the Employer against any loss or damage caused to the plant and machinery either during transit or at site of work.
- vii) Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work however, the Engineer-in-Charge may, at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that case the hourly hire charges for overtime to be borne by the Contractor shall be 50% more than the normal proportionate hourly charges (1/8th of the daily charges) subject to a minimum of half day's normal charges on any particular day. For working out hire charges for overtime a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.
- viii) The Contractor shall release the plant and machinery every seventh day for periodical servicing and/or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the Contractor for the day of servicing/ wash out irrespective of the period employed in servicing.
- ix) The plant and machinery once issued to the Contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc. on his part. The same will be returned only when they are required for major repairs or when in the opinion of the Engineer-in-Charge the work or a portion of work for which the same was issued is completed.
- x) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the Contractor will be maintained by the Engineer-in-Charge and will be countersigned by the Contractor or his authorized agent daily. In case the Contractor contests the correctness of the entries and/or fails to sign the Log Book the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the Contractor. Recovery on account of hire charges for Road Rollers shall be made for the minimum number of days worked out on the assumption that a Roller can consolidate per day maximum quantity of materials or area surfacing as will be advised to the Contractor by the Engineer-in-Charge at the time of hiring out the Road Roller. In case Rollers for consolidation are employed by the Contractor himself, log book for such Rollers shall be maintained in the same manner as is done in the case of the Employer's Rollers. Maximum quantity of any item to be consolidated for each Roller day shall also be same as stipulated above by the Engineer-in-Charge. For less use of Rollers recovery for the less Roller days shall be made at the stipulated issue rate.
- xi) In the case of concrete mixers, the Contractor shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion.

- xii) The Contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of part, and for all losses due his failure to return the same soon after the completion of the work for which it was issued. The Engineer-in-charge shall be the sole judge to determine the liability of the Contractor and its extent in this regard and his decision shall be final and binding on the Contractor.
- xiii) The Contractor will be exempted from levy of any hire charges for the number of days he is called upon in writing by the Engineer-in-Charge to suspend execution of the work, provided the Employer's plant and machinery in question have, in fact, remained idle with the Contractor because of the suspension.
- xiv) In the event of the Contractor not requiring any item of plant and machinery issued by the Employer though not stipulated for issue in **Schedule 'C'**, any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without, in any way, affecting the right of the Engineer-in-Charge to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.

CLAUSE 35

Condition relating to use of asphaltic materials

- i) The Contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.
- ii) The Contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specification and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material returned to the Contractor. Although the materials are hypothecated to the Employer, the Contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.
- iii) The Contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the Security Deposit relating to asphaltic work shall be refunded after the expiry of this period.

CLAUSE 36

Employment of Technical Staff and employees

Contractor's Superintendence, Supervision, Technical Staff & Employees.

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

The Contractor shall immediately after receiving Letter of Acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the Principal Technical Representative and Deputy Technical Representative to be in charge of the work. Such qualifications and experience shall not be lower than those specified in **Schedule 'F'**. The Engineer-in-Charge shall within five working days of receipt of such communication intimate in writing his approval or otherwise of such a representative 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 according to the provisions of this clause. Decision of the Engineer-in-Charge shall be final and binding on the Contractor in this respect. Such a Principal Technical Representative and Deputy Technical Representative shall be appointed by the Contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site within fifteen days of start of work.

All the provisions applicable to the Principal Technical Representative under the Clause will also be applicable to other Technical Representative(s). The Principal Technical Representative and/or other Technical Representative 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 representative to take instructions. Instructions given to the Principal Technical Representative or other Technical Representative shall be deemed to have the same force as if these have been given to the Contractor. The Principal Technical Representative and/or other Technical Representative shall be actually available at site fully during all stages of execution of work, during recording of measurement of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative 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/test checked measurements. The representative shall not look after any other work. Substitutes duly approved by Engineer-in-Charge in similar manner as aforesaid shall be provided in the event of absence of any of the representatives 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 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 para (iv) below and the decision of the Engineer-in-Charge as recorded in the Site Order Book and measurement recorded/test checked in Measurement Books shall be final and binding on the Contractor. Further if the Contractor fails to appoint a suitable Principal / Deputy Technical Representative or other Technical Representative and if such appointed persons are not effectively present or are absent by more than 2 days without duly approved substitutes 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 another suitable Technical Representative(s) is/are appointed and the Contractor shall be held responsible for the delay so caused to the work. The Contractor shall submit a certificate of employment of the Technical Representative(s) along with every On Account Bill/Final Bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

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

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

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

- iii) Supporting Engineers

For effective supervision of the Works, the Contractor must depute adequate number of technical assistants who are skilled and experienced in their respective callings as specified in **Schedule 'F'**.

- iv) Recovery for non deployment of Engineers
As specified in **Schedule 'F'**.

Note: In "**Schedule F**" the rates of recovery should be mentioned with the approval of the Authority competent to accept the Tender.

CLAUSE 37

Taxes/Duties/Levies/Cesses etc. payable by Contractor:

- A GST: The contractor will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory

Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. and as amended from time to time and applicable taxes before bidding.

- a. The contractor will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates, and the price to be quoted shall be inclusive of all taxes, duties, levies and cesses etc. but exclusive of GST, as applicable, which shall be paid extra in addition to Contract Price.
 - b. The successful contractor who is liable to be registered under GST shall submit GST Registration Number with a copy of the GST Registration Certificate to the Employer immediately after the award of contract.
 - c. The Contractor, so appointed, shall duly comply with the provisions of GST law, as applicable to him and to the contract, and issue E-Invoice/ Tax Invoice with declaration for non-applicability of E-Invoice, Debit/Credit Notes, Refund voucher as per law failing which no payment shall be released.
 - d. The Contractor shall be responsible for deposition of applicable GST to the concerned authority, file all statutory returns well within the time to transfer the ITC to the employer and to comply with the applicable provisions of law.
 - (i) Payment of GST on Running Account (RA) bill shall be made on regular basis taking the GST Compliance behaviour of the contractor (i.e. regular/timely deposit of taxes to the credit of the Government and filing of regular and proper return under GST, transfer of ITC etc.).
 - (ii) Before the payment of GST in next RA bill (**unless** both the invoices are raised in the same tax period, for which time limit for deposit of taxes have not elapsed and/or time limit for filing statutory return is not over) employer shall get itself assured of reflection of GST, as to all paid/reimbursed against earlier RA bills, in its GSTR-2B or through documentary evidence for deposit of GST.
 - (iii) In case of final bill, GST amount shall only be paid/reimbursed by the Employer after thorough review of its GSTR-2B as to all GST paid in the contract and transfer of ITC.
 - (iv) Regarding Payment/reimbursement of GST against Invoices/RA bills of the contractor, the decision of the Engineer-In-Charge shall be final and binding on the contractor.
 - (v) Any increase or decrease of GST on outward supply/services, under the contract, shall be on employer's account.
- B. The contract price shall be inclusive of all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tolls, royalty, Octroi, commissions or other charges which may be levied on the input goods/services consumed and output goods/services delivered in the course of Works Contract excluding GST on output supply of Goods/Services.**
- C. The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar etc. from local authorities. If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Employer and was not paid any time by the contractor to the State Government, Local Authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Employer and it will have the right and be entitled to recover the amount so paid in the circumstances, as aforesaid, from dues of the contractor.
- D. All Payment under the contract shall be subject to applicable taxes deductible at source i.e. Income Tax, GST, Labour Welfare Cess and any other taxes.

- E. In case of contract awarded on behalf of employer, the GST Registration Number /TAN etc. of the employer will be used for Invoicing/Tax Deducted at Sources as per respective Act.

CLAUSE 37A

Royalty Payable on Minor Minerals – Employer to be indemnified:

Where the State Government has enacted any legislation to the effect that the user of minor minerals such as red bajri, stone, kankar etc., will be responsible to ensure that for the minerals used in the work, the quarry operator extracting the minerals has paid royalty as due to the State Government, before any Bill is paid to the Contractor, the Contractor should furnish a declaration to the Employer confirming that royalty as due has been paid to the State Government for the minerals used in the works. The Contractor should also indemnify the Employer against any legal action that may be instituted against the Employer by the State Government consequent on violation of the provisions in the relevant Act by the Contractor. A copy of the format for the Indemnity Bond is at **Annexure 'G'**.

CLAUSE 37B

Price adjustment due to change in the rate of Royalty for earth, Sand, Stone dust and Stone etc.

If, after the stipulated date of opening of tenders (including extension, if any, to the said date), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the rate of royalty payable by the contractor, the contract price shall be correspondingly increased or decreased after the contractor makes payment of royalty at such revised rates.

CLAUSE 38

Conditions for reimbursement of levy/tax/cess if levied after receipt of tenders.

- i) All tendered rates shall be inclusive of all taxes, duties, levies and cesses etc. payable under respective statutes excluding of GST on output supply of Goods/Services. However, if any further tax or levy or cess is imposed by statute or there is any variation on output supply of Goods/Services, after the last stipulated date for the receipt of tender including extensions if any and the Contractor thereupon necessarily and properly pays such taxes/levies/cesses, the Contractor shall be reimbursed the amount so paid, provided such payment, 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 authorized representative of the Employer and/or the Engineer-in-Charge and further shall furnish such other information/document as the Engineer-in-Charge may require from time to time.
- iii) The Contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 39

Termination of Contract on death of Contractor

Without prejudice to any of the rights or remedies under this Contract if the Contractor dies, the Engineer-in-Charge on behalf of the Employer shall have the option of terminating the Contract without compensation to the Contractor.

CLAUSE 40

If a relative working in the Employer's Organisation then the Contractor not allowed to tender

The Contractor shall not be permitted to tender for works in the Employer's RITES concerned SBU Unit (responsible for award and execution of Contracts) in which his near relative is posted as Associated Finance Officer between the grades of AGM(F) and JM (F) or as an officer in any capacity between the grades of the GGM/GM and Engineer or equivalent (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer or equivalent officers in the Employer's organization. Any breach of this condition by the **Contractor would render him liable to be removed from the approved list of Contractors if any of this Employer.**

Any breach of this condition by the contractor shall be treated as concealing of information and appropriate action will be taken for banning of business dealing with such contractors as per clause 11.2 B of Section 1 (NIT and ITT).

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

CLAUSE 41

No Gazetted Engineer to work as Contractor within TWO years of retirement

The Bidder should not have an association (as a bidder/ partner/ director/ employee in any capacity), of retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of two years after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organization and bidder shall inform Employer/RITES in writing about such waiver.

The contract is liable to be cancelled if either the Contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Employer/RITES/Erstwhile organization as aforesaid before submission of the tender or engagement in the Contractor's service.

Further, any breach of this condition by the contractor shall be treated as concealing of information and appropriate action will be taken for banning of business dealing with such contractors as per clause 11.2 B of Section 1 (NIT and ITT).

CLAUSE 42

Return of material and recovery for excess material issued

- i) After completion of the work and also at any intermediate stage in the event of non-reconciliation of materials issued, consumed and in balance - (see Clause 10), theoretical quantity of materials issued by the Employer for use in the work shall be calculated on the basis and method given herein under :
 - a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/ statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in- Charge.
 - b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer- in-Charge, including authorized lappings, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.
 - c) Theoretical quantity of GI & CI or other pipes, conduits, wires and cables, pig lead and GI/ MS sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of GI/ MS sheets it shall be 10%) such determination and comparison being made diameter wise & category wise.
 - d) For any other material as per actual requirements.
- ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in **Schedule 'F'**. The difference in the net quantities of material actually issued to the Contractor and the theoretical quantities including such authorized variation, if not returned by the Contractor or if not fully reconciled to the satisfaction of the Engineer-in- Charge within fifteen days of the issue of written notice by the Engineer-in-Charge to this effect shall be recovered at the rates specified in **Schedule 'F'**, without prejudice to the provision of the relevant conditions regarding return of materials governing the Contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the Standard Schedule of Rates of CPWD and recovery at rates specified in **Schedule 'F'**, shall be final and 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 Employer 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 warlike operation, the Contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the Contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payment being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-Charge. The Contractor shall be paid for the damages/ destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the Contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this Contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the Contractor had taken all such precautions against air raid as are deemed necessary by the ARP (Air Raid Precaution) Officer or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work. In the event of the Contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the 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 Engineer-in-Charge may, in his discretion, cancel the Contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CLAUSE 45

Release of Security Deposit after Labour Officer clearance

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

CLAUSE 45 A

Release of Security Deposit after clearance by State Government Authority for Mineral Extraction.

Security Deposit of the work shall not be refunded till the Contractor produces a Clearance Certificate from the State Government Department responsible for collection of royalty on extraction of minor minerals like red bajri, stone, kankar etc., in confirmation that royalty as due has been paid for the minor minerals used in the works. As soon as the Provisional Certificate of Physical Completion is issued, unless the Contractor has already obtained the Royalty Clearance Certificate and submitted to the Engineer-in-Charge, he shall apply for the Clearance Certificate to the Department concerned under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Department concerned to intimate if any complaint is pending against the contractor on non-payment of royalty charges for the minerals used on the works. If no complaint is pending on record till after 3 months after completion of the works and/or no communication is received from the Department concerned to the effect till Four months after the date of reference to the Department it will be deemed to have received the Clearance Certificate and the Security Deposit will be released if otherwise due.

CLAUSE 46

GENERAL OBLIGATIONS OF THE CONTRACTOR

46.1 Contractor's General Responsibilities

- a) The Contractor shall, subject to the provisions of the Contract and with due care

and diligence, execute and maintain the Works and provide all labour, including the supervision thereof, materials, constructional plant and all other things, whether of a temporary or permanent nature, required in and for such execution and maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

- b) The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the permanent works, or for the design or specification of any temporary works prepared by the Employer.
- c) The Contractor shall carry out all the works strictly in accordance with the drawings, details and instructions of the Engineer-in-Charge. In the opinion of the Engineer-in-Charge if any changes are to be made, the same shall be intimated in writing to the Contractor and the Contractor shall carry out the same. The Engineer-in-Charge's decision in this regard shall be final and not open to arbitration.

46.2 Giving Notices and Payment of Fees

This Contract shall, in all respects, be construed and operated as an Indian Contract and shall be subject to Indian laws in force from time to time. The Contractor should conform to all laws of the land and the regulations and bye-laws of any local authority and of any water or lighting companies with whose systems the structure is proposed to be connected. The Contractor shall give all notices required by the said acts, regulations or bye-laws and pay all fees in connection therewith. The Contractor shall protect and indemnify the Employer against all claims or liabilities arising from his actions in violation of such laws, ordinances, regulations and bye-laws by him. The Engineer will repay or allow to the Contractor all such sums as the Engineer-in-Charge shall certify to have been properly payable by the Employer and paid by the Contractor in respect of such fees.

46.3 Compliance with Statutes, Regulations, etc. and Change of Law

The Contractor shall conform in all respects with the provisions of any such Statute, Ordinance or Law as aforesaid and the regulations or byelaws of any local or other duly constituted authority, which may be applicable to the Works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such Statute, Ordinance or Law, Regulation or Bye-Laws.

The contract price shall be adjusted to take account of any increase or decrease in cost resulting from a change in the applicable laws in India (including the introduction of new laws and the repeal or modification of existing laws) or in the judicial or official governmental interpretation of such laws, made after the last date of submission of tender, which affect

the contract price and the performance of obligations under the contract.

46.4 Fossils etc.

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archeological interest discovered on the site of the Works shall, as between the Employer and the Contractor, be deemed to be the absolute property of the Employer. The Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof, and, before removal, acquaint the Engineer of such discovery and carry out, at the expense of the Employer, the Engineer-in-Charge's orders as to the disposal of the same.

46.5 Opportunities for other Contractors

The Contractor shall, in accordance with the requirements of the Engineer, afford all reasonable opportunities for carrying out their work to any other Contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities, who may be employed in the execution on or near the site of any work not included in the Contract or of any Contract which the Employer may enter into in connection with or ancillary to the Works.

46.6 Interference with Traffic and adjoining properties

All operations necessary for the execution of the Works shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the convenience of the public, or the access to use and occupation of public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person. The Contractor shall save harmless and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters in so far as the Contractor is responsible therefore.

46.7 Highways Traffic

46.7.1 Extraordinary Traffic

The Contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his Sub-Contractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and materials from

and to the Site shall be limited, as far as reasonably possible, and so that no unnecessary damage or injury may be occasioned to such highways and bridges.

46.7.2 Special Loads

Should it be found necessary for the Contractor to move one or more loads of constructional plants, machinery or pre-constructed units or parts of units of work over part of a highway or bridge, the moving whereof is likely to damage any highway or bridge unless special protection or strengthening is carried out, then the Contractor shall, before moving the load on to such a highway or bridge, give notice to the Engineer of the weight and other particulars of the load to be moved and his proposals for protecting or strengthening the said highway or bridge. Thereafter, within fourteen days, the Engineer shall direct, in writing the course of action for the Contractor. The Contractor shall be paid for the cost of the necessary modifications only if the specific items requiring such modification are provided in the Bills of quantities.

46.7.3 Settlement of Extraordinary Traffic Claims

If during the execution of the works or at anytime thereafter, the Contractor shall receive any claim arising out of the execution of the Works, in respect of damage or injury to highways or bridges, he shall immediately report the same to the Engineer.

The Contractor shall negotiate the settlement of and pay all sums due in respect of such claim and shall indemnify the Employer in respect thereof and in respect of all claims, proceedings, damages, costs, charges and expenses in relation thereto.

46.8 Watching 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 or by any duly constituted authority, for the protection of the Works, or for the safety and convenience of the public or others.

46.9 Way leaves etc.

The Contractor shall bear all costs and charges for special or temporary way leaves

required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purposes of the Works.

46.10 Site Office for the Employer

The Contractor will provide free of cost temporary furnished accommodation as detailed in **Schedule 'F'** for the Engineer and his staff, at the site of work. On expiry of the maintenance period, the Site Office shall be dismantled and site cleared unless the Employer directs otherwise. The furniture will be returned to the Contractor at whatever conditions they are an expiry of maintenance period.

46.11 Electricity Supply required at the works

46.11.1 Arrangement

The Contractor shall make his own arrangement for Electricity required for the work and nothing extra will be paid for the same.

OR

46.11.1 A Electric power, if available, may be made available for the work by the Employer at one or more points within the site or near the site on specified terms and conditions. The Contractor shall arrange at his own cost the necessary cabling/wiring, Switch Board and the switch gear etc and shall be responsible for their safe maintenance. Cost of Electricity supplied shall be fixed by the Employer from time to time.

(Clause 46.11.1.A will be applicably only if so stipulated in **Schedule 'F'**).

46.11.2 Conditions

- a) Distribution arrangements shall be done by the Contractor at his cost as per approved layout. He shall provide required clearances for overhead lines to facilitate easy movement of machinery. These overhead lines shall be shifted and rerouted at the Contractor's cost during execution of work if the same are found to obstruct any other work of any agency working at site or requires to be shifted due to unforeseen reasons.

- b) On completion of the Work, the Contractor shall, to the satisfaction of the Engineer, remove all wiring installed by him and make good, any disturbance or damage done.
- c) The Contractor shall employ a certified and licenced Electrician for carrying out this work.

46.12 Land for Contractor's Offices, Godown, Workshop

- a) Subject to the availability, the Employer may allot at his own discretion and convenience land for the construction of the Contractor's site office, godowns, workshop and assembly yard near the site. Allotment of such land shall not confer any tenancy rights to the Contractor. The Contractor shall construct and maintain the same at his cost. All these temporary works shall be well ventilated, lighted and provided with water, electricity and sanitary arrangement to the approval of the Engineer.
- b) The Contractor shall remove immediately on completion of the work such buildings and make good, to the satisfaction of the Engineer, all the damages sustained.
- c) The Contractor shall not use the land for any purpose other than that for or in connection with the Contract.
- d) In case the Contractor requires any land additional to what is made available/allotted to him, the Contractor shall make arrangements for the same at his own cost.

46.13 Land for Labour Accommodation

The Employer shall not provide any land for setting up of the Labour Camp and the Contractor shall make his own arrangements.

OR

- 46.13.A Subject to availability, on specific request of the Contractor, space for labour accommodation at site may be provided free of rent to the extent possible. However it will be the responsibility of the Contractor to look after all the requirements of the labour camp such as water, sanitation, health, lighting, general living condition and welfare. In case the Contractor requires any land additional to what is made available/ allotted to him, the Contractor shall make arrangements for the same at his own cost.

(Clause 46.13.A will be applicably only if so stipulated in Schedule 'F').

46.14 Excavated Material

The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this Contract, the sand, stone, clay, ballast, earth, rock or other substances or materials which may be obtained from any excavations made for the purpose of the works or any building or produce upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the Employer. All such material which in the opinion of the Engineer-in-Charge is useful shall be stacked separately in regular stacks as directed by the Engineer-in-Charge. The Contractor may be permitted by the Engineer-in-Charge to use the same on mutually agreed payment terms.

46.15 Production of vouchers etc. by the Contractor

- i) The Contractor shall, whenever required produce or cause to be produced for examination by the Engineer-in-Charge any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this Contract or relevant for verifying or ascertaining cost of execution of this Contract and the decision of the Engineer-in-Charge on the question of relevancy of any documents, information or return being final and binding on the parties. The Contractor shall similarly produce vouchers etc. if required to prove to the Engineer-in-Charge that the materials supplied by him, are in accordance with the specifications laid down in the Contract.
- ii) If any portion of the work in a Contract is being carried out by a Sub Contractor or any subsidiary or allied firm or Company in terms of permission granted under Clause 21 of Contract, the Engineer-in-Charge shall have power to secure the book of such sub Contractor or any subsidiary or allied firm or company through the Contractor and such book shall be open to the Engineer-in-Charge's inspection.
- iii) The obligations imposed by sub clause (i) and (ii) above are without prejudice to the obligations of the Contractor under any statute, rules or orders binding on the Contractor.

46.16 Law governing the Contract

The Contract shall be governed by the law for the time being in force in the Republic of India.

46.17 Court Jurisdiction

Unless otherwise specified in 'Schedule F', the Courts in Delhi, India shall have the exclusive jurisdiction to entertain any suit, application or other proceedings in respect of anything arising under this Contract or any award or awards made by the Arbitrator where Arbitration & Conciliation Act 1996 is applicable shall be filed in the concerned Courts in Delhi only.

CLAUSE 47

INSURANCES TO BE TAKEN BY THE CONTRACTOR & EMPLOYER TO BE INDEMNIFIED

47.1 Insurance of Works etc

47.1.1. The Contractor shall effect Contractor's all risk insurance policy (CAR policy) in the joint names of the Employer and the Contractor, the name of the former being placed first in the policy, covering the following:

- a) The works at their Replacement Cost.
- b) All plants and equipments and other things brought to the site by the Contractor shall be insured for a sufficient amount not less than Rs.5 lacs or 1% of the Tendered Value, whichever is more.
- c) Employer's building rented to the Contractor if the building or part thereof is used by the Contractor for the purpose of storing or using materials of combustible nature, on which the decision of the Engineer-in-Charge shall be final and binding.

47.1.2 The insurance shall be against all losses or damages from whatever causes, other than excepted risks, as defined in Clause 2 of Conditions of Contract, for which the Contractor is responsible under the Contract. The insurance cover shall be for the period of Contract stipulated in Clause 47.7 below and also for the period of maintenance, for loss or damage arising from a cause prior to commencement of the period of maintenance, and for any loss or damage, occasioned by the Contractor in the course of any operations carried out for the purpose of complying with his obligations during Maintenance Period under Clause 17 of Clauses of Contract.

47.1.3 Such insurance shall be effected with an insurer and with terms approved by the Employer. The Contractor shall, whenever required, produce the policy or policies and the receipts for payment of the current premiums.

47.2 Third Party Insurance

- 47.2.1 Before commencing the execution of the Works from the date specified in Clause 5 above the Contractor shall insure against the liability for any material or physical damage, loss injury or death which may occur to any property or life including that of the Employer or to any person, including any employee of the Employer, by or arising out of the execution of the Works or in the carrying out of the Contract. The sum insured will be for an amount specified in **Schedule ' F'**. After each occurrence, Contractor shall pay additional premium necessary to make insurance valid for four occurrences always
- 47.2.2 Such insurance shall be effected with an insurer and its terms approved by the Employer. The Contractor shall, whenever required, produce before Engineer the policy or policies of insurance and the receipts of payment of the current premiums.

47.3 Workmen's Insurance

The Employer shall not be liable for any payment in respect of any damages or compensation payable according to law in respect or in consequence of any accident or injury or loss of life to any workman or other person in the employment of the Contractor or any sub-Contractor, except an accident or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall insure against such liability with an insurer approved by the Employer for a sum as per established norms during the entire period stipulated in Clause 47.7 below.

47.4 Recovery from the Contractor

Without prejudice to the other rights of the Employer against the Contractor in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor under this clause.

47.5 Shortfall in payment to Contractor by the Insurance Company

In all cases where the Contractor has taken any insurances, he shall not be entitled to reimbursement by the Employer of any shortfall or deficiency in the amount payable by the Contractor towards settlement of claims and that paid by the insurer in settlement of same claim.

47.6 Insurance by Sub-Contractors

Without prejudice to his liability under this clause the Contractor shall also cause all Sub-

Contractors to effect, for their respective portions of the works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Employer such policies. The Contractor shall not permit a Sub- Contractor to commence work at the site unless the said insurance Policies are submitted. In the event of failure of the Sub-Contractor to take out such a policy of Insurance before commencing the works at the site, the Contractor shall be responsible for any claim or damage attributable to the said Sub- Contractor.

47.7 Period of Policies

All the insurance covers mentioned above in Sub Clause 47.1 to 47.6 shall be kept alive during the period of the Contract from the date specified for start of the work in terms of Clause 5 above until the Contractor obtains a Maintenance Certificate from the Employer as explained in Clause 17.

47.8 Remedy on Contractor's Failure to Insure

If the Contractor shall fail to effect and keep in force the insurances referred to above, or any other insurance which he may be required to effect under the terms of the Contract, then and in any such case the Employer on advice of the Engineer-in-Charge may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any moneys due or which may become due to the Contractor, or recover the same as debt due from the Contractor.

47.9 Damage to Persons and Property - Employer to be indemnified

The Contractor shall indemnify the Employer against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, except any compensation or damages for or with respect to :

- a) The permanent use or occupation of land by the works or any part thereof.

b) The right of the Employer to execute the works or any part thereof on, over, under, in or through any land.

c) Injuries or damage to persons or property caused by Excepted risks or resulting from any act or neglect of the Employer, his agents, servants or other Contractors, not being employed by the Contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto. Where the injury or damage was contributed to by the Contractor, his servants or agents, such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the Employer, his servant or agent or other Contractors, for the damage or injury.

A copy of the Format for Indemnity Bond is at **Annexure 'H'**.

CLAUSE 48

SAFETY AND SECURITY

48.1 Codes etc to be complied with

The Contractor shall ensure and arrange at his cost fire and the safety provisions, as per safety code of RITES. (Refer Section No. 9 of General Conditions of Contract), Indian Standards Institution, safety manuals of the Employer, if any, and such provisions as are locally in force from time to time for all labour, directly or indirectly employed in the works for performance of this Contract. The Contractor will indemnify the Employer from any consequence arising due to Contractor's failure in respect of safety provisions.

Following Codes may be referred to in this connection:

IS 5916 Safety code for construction involving use of hot bituminous materials. IS 7293 Safety code for working with construction machinery

IS 7969 Safety code for handling and storage of building materials. IS 8989 Safety code for erection of concrete framed structures.

IS 13415 Protective barriers in and around buildings - Code of Safety

IS 13416 Preventive measures against hazards at work places Recommendations (Parts - 1 to 5)

48.2 First Aid & Industrial Injuries

- 48.2.1 First aid facilities at easily accessible place shall be provided by the Contractor as per provisions of Labour Act or Rules of the Authority controlling the area where work is carried out.
- 48.2.2 The Contractor shall make arrangements with hospitals for ambulance service and for treatment of industrial injuries to meet eventualities leading to the need for such facilities. The Engineer shall be informed of their telephone numbers and addresses of the Hospitals.
- 48.2.3 Details of all critical industrial injuries shall be reported promptly to the Engineer.
- 48.2.4 Report shall cover type, nature, cause, physician's report and action for prevention of those types again.

48.3 General Safety Rules

- 48.3.1 Smoking within plant, restricted areas, closed areas, near storage place of lubricant oil and fuel etc. is strictly prohibited.
- 48.3.2 The Contractor shall erect and maintain barricades required in connection with his operation to guard or protect
 - (a) Excavation
 - (b) Hoisting/lifting
 - (c) Slab openings
 - (d) Hazardous areas
 - (e) Employer's existing property likely to be subjected to damage by the Contractor's operations
 - (f) Unloading spots

48.4 Accidents - Precautions at Worksite

No materials on the sites shall be so stacked or placed as to cause danger or inconveniences to any person or to the public. The Contractor shall provide all necessary fencing and lights to protect the public from accidents and shall be bound to bear expenses of defense of every suit, action or other proceedings at law, that may be brought by any person, for injury sustained, owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceeding, to any such person or which may, with the consent of the Contractor be paid to compromise any claim by any such person.

48.5 Electrical Equipments - Precautions

All temporary and permanent electrical installations, power distribution and supply required for execution of Work shall be carried out conforming to existing industrial and domestic safety rules and regulations. Important specific points to be noted are as under,

- (i) Meter room and main switches should be freely accessible at all times and fully protected against all weather conditions.
- (ii) Power distribution system shall be identifiable with display marking on switches.
- (iii) All power distribution shall be carried out with coated, adequately insulated and of appropriate current/load rating cables. It shall be securely routed for this purpose. No loose, naked, hanging wires shall be permitted.
- (iv) Over load protection devices shall be installed whenever and wherever heavy current/load consuming construction plant or machinery susceptible to hazard is in use and as directed by the Engineer-in-charge.
- (v) Metallic plugs and sockets shall be used in field work. Switch board shall be in close proximity so as to have quick control over the supply.
- (vi) Proper and adequate earthing connection should be provided for all installations, plant and machinery and distribution system.
- (vii) Hand lamps and inspection lamps shall be adequately insulated and guarded with wire mesh and should have proper plugs for use.
- (viii) Security and illuminatory light shall be secured firmly and protected to withstand all weather conditions.

48.6 Maintenance of Safety Devices

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

48.7 Personal Safety

All necessary personal safety equipment as considered adequate by the Engineer shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

- (b) Workers employed on mixing asphaltic materials, cement, and lime mortars/

concrete shall be provided with protective footwear and protective gloves.

- (c) Those engaged in handling any materials which are injurious to eyes shall be provided with protective goggles.
- (d) Workers employed on erection works, etc. shall be provided with helmets, safety belts etc.
- (e) Workers employed on concrete finishing, welding, painting and other works above 2 metres height shall be provided with a suitable safety belt, as per Factory Rules of the locality.

48.8 Storing Fuel, Oil and Lubricant

The Contractor shall take approval from the Safety Officer of the Employer for storing the lubricants, oil and fuel at site for running the machinery required for the construction.

48.9 Fire Extinguishing

Suitable, sufficient number of fire extinguishers for all types of fire, shall be provided at work site. In addition, sufficient number of fire buckets filled with water and sand shall also be provided. The fire fighting equipment as outlined above shall be dispersed in a suitable and purposeful manner.

48.10 Fire Precautions

The Contractor shall comply with regulations of the controlling authority in force at the site of the works relating to the precautions to be taken against fire hazards.

48.11 Protection arrangements at work site

Adequate protection against any form of damage or deterioration shall be provided for in all sections of the works. This shall include protective tapes, casings, guard rails and the likes, which shall be provided as necessary. Particular care shall be taken to protect finished surfaces during the execution of adjacent in-situ work. The Contractor shall carryout all steps necessary and comply with the directions and instructions of the Engineer to his satisfaction.

48.12 Safety Arrangements for labour

The Contractor shall, at his own expense, arrange for the safety provisions as given above and as required by the Engineer, in respect of all labour directly or indirectly employed for performance of the work and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements to provide necessary facilities as aforesaid, the Engineer shall be entitled to do so and recover the cost thereof, from the Contractor.

48.13 Safety Manual

The Contractor shall submit a Safety Manual indicating the safety measures proposed to be adopted in light of above provisions, for approval of the Engineer-in- Charge.

48.14 Accidents - Reporting

The Contractor shall, within twenty four (24) hours of the occurrence of any accident on, or about the Site, or in connection with the execution of the Works, report such accident to the Engineer and to the appropriate authority wherever such report is required by law. The Contractor will indemnify the Employer from all accident cases.

48.15 Security Measures

The Contractor shall be responsible at his cost for security of Works for the duration of the Contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations. The requirements of security measures shall include, but not limited to, maintenance of Law and order at site, provision of all lighting, guard, flagmen, and other measures necessary for protection of Works within the camps and elsewhere at site, for all materials delivered to the site and all persons employed in connection with the Works continuously throughout working and non-working periods including nights, Sundays, holidays, for the duration of the Contract. At work sites in close proximity of traffic corridors where public are likely to come close to the work area, suitable fencing as directed by the Engineer should be provided.

CLAUSE 49

QUALITY ASSURANCE

49.1 Submission of Quality Assurance Manual

The Contractor shall on receipt of Letter of Acceptance, or as soon thereafter as possible, but not later than one month, submit to the Engineer-in-Charge for his approval a Quality Assurance Manual for the Contract works involved. The Manual should cover the following items as minimum:

- i) Q.A. Plan for Basic Construction Materials indicating the details of tests to be undergone before use in works.
- ii) Q.A. Plan for site activities indicating the details of tests to be conducted at the various stages of construction for various activities.
- iii) In house/on site testing facilities to be developed for materials, site activities and calibration of equipments.
- iv) Site documents to be maintained including records of results of tests for materials and workmanship, inventory record on availability of vital materials and their consumption vis-à-vis design requirements, site inspection records, quality audit record, safety audit record, site progress record, etc.
- v) Check lists for source approval of materials etc., check lists for site activities and proforma for recording results of tests.
- vi) Method statements for important construction activities.

49.2 Guidance in preparation

For guidance in the preparation of the Quality Assurance Manual, the following printed Publications may be referred to:

- i) Quality Assurance Manual for Building works by C.P.W.D.
- ii) Manual for Quality Control in Road & Bridge works by Indian Roads Congress
- iii) Indian Railway Unified Standard Specification for Bridges works, Formation and P.way works
- iv) The relevant QA Manual or technical specifications for all other works published by respective Departments/Organizations.

CLAUSE 50

ECOLOGICAL BALANCE

The Contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Contractor shall so conduct his construction operations as to prevent any avoidable destruction, scarring or defacing of natural surroundings in the vicinity of work. In respect of ecological balance, the Contractor shall observe the following instructions for which no extra payments will be made.

- (a) Where destruction, scarring, damage or defacing may occur as a result of operations relating to Permanent or Temporary Works, the same shall be repaired, replanted or other wise corrected at Contractor's expense. All work areas shall be smoothened and graded in a manner to conform to natural appearance of the landscape as directed by the Engineer.
- (b) All trees and shrubbery, which are not specifically required to be cleared or removed for construction purposes, shall be preserved and shall be protected from any damage that may be caused by Contractor's construction operations and equipment or by their Employees/Workers. The removal of trees or shrubs will be permitted only after prior approval of the Engineer. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavating, dumping, chemical damage or other operation and the Contractor shall adequately protect such trees by use of protective barriers or other methods approved by the Engineer. Trees shall not be used for anchorage. The Contractor shall be responsible for injuries to trees and shrubs caused by his operations and Employees/Workers. The terms "injury" shall include, without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs shall be restored as nearly practicable, without delay, to their original condition at Contractor's expense.
- (c) Where trees have to be necessarily cut for progressing temporary or permanent works, the Contractor shall arrange for compensatory afforestation as may be required by Environmental Rules and Regulations.
- (d) In the conduct of construction activities and operation of equipments, the Contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air/ noise pollution.
- (e) Excessive emission of dust into the atmosphere will not be permitted during manufacture, handling and storage of concrete aggregates/fly ash/ earth/building materials and the Contractor shall use such methods and equipment as are necessary for collection and disposal or prevention of dust during these operations. The Contractor's method of storing and handling cement shall also include means of eliminating atmospheric discharge of dust. Equipment and vehicles that give objectionable emission of exhaust gases shall not be operated. Burning of materials resulting from cleaning of trees branches, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favourable.
- (f) Special care must be exercised in ensuring that the labour housed in labour camp

within the work site area do not indulge in any activity like drinking alcohol, taking drugs etc and other activities that may affect the ecological balance such as cutting of shrubs for fuel, creating open air nuisance etc.

CLAUSE 51

EXECUTION OF WORKS

51.1 Mobilisation

Period of Mobilisation shall be 15 days counting from the stipulated date of start of work as mentioned in Letter of Acceptance by the Engineer-in-Charge. The Contractor shall carry out following activities within this period stated. He shall submit to the Engineer within 4 days of stipulated date of start, the proposed layout of locating offices, stores, godowns, yards, water, electric network etc. for approval of the Engineer.

Minimum following activities shall be completed within the mobilization period of 15 days or such extended period as approved by the Engineer.

- i. Site office of the Contractor
- ii. Line out including establishing of grid line levels and its approval from the Engineer.
- iii. Submitting list of proposed specialized sub-Contractors as may be required for approval of the Engineer.
- iv. Tapping electric and water connections
- v. One cement godown and steel yard
- vi. Obtaining insurance policies as per the Contract
- vii. Obtaining labour licences, as required
- viii. Obtaining approval of local authorities and complying with any statutory requirements prior to actual start of work.
- ix. Establishing water and electric network within site.
- x. Submitting construction programme as detailed in Clause 5 of Contract and its approval by the Engineer-in-Charge.

51.2 Setting out of Works

The Contractor shall be responsible for the true and proper setting-out of the Works in relating to original points, lines and levels of reference given by the Engineer in writing and for the correctness, subject as above mentioned, of the position, levels, dimension and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith. If, at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer shall, at his own cost, rectify such error to the satisfaction of the Engineer. The checking of any setting-out or of any line or level by the Engineer shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting-out the works. The Contractor shall use latest equipments like Total Station/Theodolite and Auto level etc for setting out the works.

51.3 Boreholes and Explanatory Excavation

If, at any time during the execution of the Works, the Engineer shall require the Contractor to make boreholes or to carry out exploratory excavation, such requirement shall be ordered in writing and shall be deemed to be an Extra item for which payment shall be made by the Engineer in terms of Clause 12 of Contract.

51.4 Temporary Works

51.4.1 The Contractor is entirely responsible for the design, construction, maintenance and removal of all temporary works employed in carrying out the Contract. Within a reasonable time (and in any case not less than fifteen days) before he intends to commence construction of any temporary works, the Contractor shall submit full particulars including drawings of the same, for the approval of the Engineer. The Engineer's approval will in no way relieve the Contractor of his responsibility for the safety of the Works, operators, adjoining property, structures or services and compliance with appropriate regulations and codes of practice. Documents for Temporary works supporting adjoining buildings, property and public utilities and roads shall also be submitted to the appropriate authority for their approval if requested/ required.

51.4.2 The temporary works shall be designed and constructed in such a manner as to enable the permanent structures to be built around them without detriment to their effectiveness and due allowance will be deemed to have been made for all necessary adjustments thereto to enable the Works to proceed.

51.4.3 Timber shoring, boards, struts or similar items shall not be left in position upon completion of the Works without the written consent of the Engineer.

51.4.4 All services or utilities on or adjoining the site which are required to be maintained operational shall be protected from movement, subsidence or damage from any cause whatsoever by adequate temporary props, struts, shores and protective screens to the approval of the Engineer and the agent of the service or utility.

51.4.5 The Contractor shall make safe and reinstate all areas affected by temporary works.

51.4.6 The Contractor shall use properly designed and manufactured steel staging platforms for carrying out work above 3.0m height. All required staging for supporting, centering, shuttering of beams, slab, masonry work, etc. shall be carried out strictly as per the Supplier's instructions or approved arrangement. It is to be noted that designing of such work shall be carried out by the Contractor and shall be submitted for approval of the Engineer. No work above 3.0 m shall be permitted without compliance of this condition.

51.5 Plant, Temporary Works & Materials - Exclusive use

All constructional plants, temporary works and materials provided by the Contractor shall, when brought on to the site, be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the site to another, without the consent, in writing, of the Engineer, which shall not be unreasonably withheld.

51.6 Use of Site only for Works

The Contractor shall not use any portion of the Site for purpose not connected with the works without the prior written approval of the Engineer. He shall maintain permanent and Site access roads free of spillage and shall not interfere with the flow of traffic. Also same shall apply to terraces and other developed areas.

51.7 Name Board at Site

The Contractor shall prepare and display name board at site as per design approved by the Engineer. It shall have

z Name of Project

z Name of Employer

z Name of Consulting Architect (if any)

z Name of Project Management Consultant (if any)

z Name of Contractor

51.8 Site Drainage/Cleaning/Nuisance

51.8.1 All water which may accumulate on the Site during the progress of the works or in trenches and excavation, shall be removed from the site to the satisfaction of the Engineer at the Contractor's cost.

51.8.2 The Site shall be maintained free from rubbish. Proper stacking of scaffolding materials, shuttering material, bricks/brick bats, steel pieces, etc. needed for work on day to day basis shall be organized, Heaps in unplanned manner and disorderly fashion shall not be permitted. The Engineer's decision in this matter shall be final.

51.8.3 The Contractor shall not, at any time, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to the Employer, tenants or occupants of other properties near the site and to the public in general.

51.9 Disposal of Rubbish

(i) The Contractor shall cart away from site and deposit where directed by the Engineer all refuse, etc. arising from the Works both as it accumulates and at completion of the Works at the direction of the Engineer.

(ii) It is the responsibility of the Contractor to obtain a certificate from the local authorities concerned to the effect that all rubbish arising out of Contractor's activities at the construction site or any other offsite activities borrow pits and/or disposal area (s) has been properly disposed off.

51.10 Shift Working

The Contractor shall be allowed to work in three shifts with prior approval of the Engineer.

51.11 Urgent Repairs

If, by reason of any accident or failure, or other event occurring to, in, or in connection with the Works or any part thereof, either during the execution of the Works or during the period of Maintenance, any remedial or other Work or repair shall, in the opinion of the Engineer, be urgently necessary for the safety of the Works and the Contractor is unable or unwilling at once to do such work or repair, the Employer may employ and pay other persons to carry out such work or repair as the Engineer may consider necessary. If the Work or repair so done by the Employer is work which, in the opinion of the Engineer, the Contractor was liable to do at his own expense under the Contract, all expenses properly incurred by the Employer in so doing shall be recoverable from the Contractor by the Employer or may be deducted by the Employer from any moneys due or which may become due to the Contractor. Provided always that the Engineer, shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.

51.12 Contractor to search

The Contractor shall, if required by the Engineer in writing, search under the directions of the Engineer for the cause of any defect, imperfection or fault appearing during the progress of the Works or within the Period of Maintenance (Defect Liability period). If such defect, imperfection or fault shall be one for which the Contractor is liable, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case repair, rectify and make good such defect, imperfection or fault at his own expense in accordance with the provisions of Clause 17 of Clauses of Contract.

CLAUSE 52

PROGRAMME AND PERFORMANCE

52.1 Review of Programme

If at any time it should appear to the Engineer that the actual progress of work does not conform to the approved programme the Contractor shall produce at the request of the Engineer, a revised programme showing modifications to the approved programme, necessary to ensure completion of the work within the time for completion stipulated in the Contract. The submission to and approval by the Engineer-in-Charge of such programme or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities or obligations under the Contract. The Engineer-in-Charge shall have full power and authority during progress of work, to issue such instructions as may be necessary for the proper and adequate execution and maintenance of the Work. The Contractor shall carry out and be bound by the same.

52.2 Progress Reports

The Contractor shall submit periodic Progress Reports including coloured progress photographs as per the frequency and in the Proforma laid down by the Engineer indicating the details of actual Progress vis-à-vis planned progress of various components of work, for the period and up to end of the period, slippage if any, action proposed to be taken to pull back the arrears, deployment of machinery and plant, statement showing extra and substituted items submitted by Contractor and of any other item stipulated by the Engineer.

52.3 Maintenance of Records & Registers

The Contractor shall maintain Registers and Records in the format laid down by the Engineer. These Registers and Records shall be open for inspection by the Employer/ Engineer-in-charge and Engineer at all times. An important Register to be maintained is the Hindrance Register which will be an essential document for dealing with applications for extension of time by the Contractor.

52.4 Site Co-ordination Meetings

The Contractor will attend the Site Co-ordination Meetings with Engineer, the Consultant and other Contractors as fixed by the Engineer from time to time to discuss all issues relating to the works in general and progress and quality in particular. All costs incidental to such interaction shall be borne by the Contractor.

52.5 Site Order Book

A site order book shall be kept at the site of the work. As far as possible, all orders regarding the works are to be entered in this book. All entries therein shall be signed by the Engineer or his representative and the Contractor or his representative. In important cases, the Engineer-in-charge will countersign the entries, which have been made. The site order book shall not be removed from the work site except with written permission of the Engineer and the Contractor or his representative shall be bound to take note of all instructions and directions meant for the Contractor as entered in the site order book without having to be called on separately to note them. The Contractor shall ensure compliance of the noting in site order book within three days of the noting. In case of failure to do so, the corresponding work shall be stopped and work already done shall not be accepted.

52.6 Progress Photographs

During the Construction stage the Contractor shall take adequate number of coloured photographs showing the progress of various stages of the Work as directed by the Engineer. Size of photographs will be 125mm x 250 mm. Photographs shall be supplied with negatives to the Engineer. Each photograph shall be attested with date of photograph, location of work and brief description of what it shows. These photographs shall be from locations as fixed by the Engineer at start of work.

52.7 Poor Performance and Consequences Thereof

The Engineer-in-Charge, without prejudice to his other rights against the contractor, may declare the contractor to be a poor performer after giving him written notice of seven days in any of the following cases :

- i. The contractor abandons the work for 30 days or more without valid reasons.
- ii. Progress on the work is behind schedule by 25% or more of the stipulated contract period for reasons solely attributable to the contractor.
- iii. Completion of work is delayed by 25% or more of the stipulated contract period for reasons solely attributable to the contractor.
- iv. The contractor repeatedly (twice or more) makes claims on frivolous grounds or goes to court or seeks arbitration for such claims.
- v. The contractor repeatedly (twice or more) seeks extra-contractual financial support from RITES for completing the work.
- vi. If there are more than two instances of financial failure of contractor in making timely payments to his labour or sub contractors or to suppliers of materials.

Upon declaration of the contractor as 'poor performer', his name will be placed in RITES' 'Negative List of Contractors' and he will not be eligible for a period of upto two years, to participate in tenders of other works which may be invited by RITES.

CLAUSE 53

INSPECTION OF WORK

53.1 Site Access

- 53.1.1 It is for the Contractor to provide safe and guarded access for the Engineer as detailed in the safety code, For inspection of works, the Contractor shall arrange at his cost required ladders, scaffolding materials, steel measuring tapes, plumb levels, theodolite or any other instrument required by the Engineer for his use at site.

53.1.2 The Engineer and any person authorized by him 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 for and every assistance in or in obtaining the right to such access.

53.2 Examination of Work before covering up

No works shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any Work which is about to be covered up or put out of view and to examine foundations before Permanent Work is placed thereon. The Contractor shall give due notice to the Engineer whenever any such Works or foundations are ready or about to be ready for examination and the Engineer shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such works or of examining such foundations.

53.3 Uncovering and Making Opening

The Contractor shall uncover any part or parts of the Works or make openings in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been covered up or put out of view after compliance with the requirement in Clause 53.2 above and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be borne by the Employer, but in any other case all costs shall be borne by the Contractor.

CLAUSE 54

QUALITY AUDIT

The Employer may decide to conduct quality audit at regular intervals on the works done by the Contractor by way of Rebound hammer tests, etc. The Contractor will be required to provide logistic supports for such activities by way of arranging approaches, ladders, scaffoldings, manpower, etc. to the Employer for conducting such audits. No extra payment will be made on this account.

CLAUSE 55

SAMPLE FLOOR

The Contractor shall construct one sample floor/ unit in each type of flats/ non- residential building and get the same approved from Employer including approval of fittings, fixture, finishing items and colour scheme. Employer shall give approval for sample floor/

unit within fifteen days from the date of its completion in all respects including rectification of defects, if any.

- a) All fitments and fixtures used, such as electrical fittings, water supply items, sanitary fittings, wood work and joinery will be as per Contract agreement.
- b) The sample floor/unit shall act as a guideline for the construction and finishes of all other flats/floors/units.
- c) The sample floor/unit shall be completed in all respects including all fittings and fixtures within a period as specified in 'Schedule F' from the date of start, failing which a penalty of Rs. 2000/- (Rupees Two Thousand Only) per day of delay shall be levied.

Provided always that provision of Clause 55 shall be applicable only when so provided in **Schedule 'F'**.

ANNEXURE A
(REFER CLAUSE 1 i)

Form of Performance Security Bank Guarantee Bond

In consideration of the Employer having agreed under the terms and conditions of contract made vide his Letter of Acceptance (LOA) No _____ dated _____

-----between -----(the Employer) represented by RITES Ltd for and on behalf of the Employer as an Agent/Power of Attorney Holder and -----
- (hereinafter called "the said Contractor) for the work ----- (herein

after called the said Agreement") the Contractor having agreed to production of a irrevocable Bank Guarantee for Rs. ----- (Rupees -----
----- Only) as a Security/Guarantee for compliance of his obligations in accordance with the terms and conditions in the said Agreement,

1. We----- (indicate the name of the Bank) (hereinafter referred to as "the Bank" hereby undertake to pay to the RITES LTD acting for and on behalf of the Employer as an Agent/Power of Attorney Holder, an amount not exceeding Rs. -(Rupees.....only) on demand
by RITES Ltd for and on behalf of the Employer as an Agent/Power of Attorney Holder.
2. We ----- (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from by RITES Ltd for and on behalf of the Employer as an Agent/Power of Attorney Holder stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. 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 under take to pay to the Employer represented by RITES Ltd. for and on behalf of the Employer as an Agent/Power of Attorney Holder any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating there to, our liabilities 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 shall have no claim against us for making such payment.
4. We ----- (Indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all dues of the Employer represented by RITES Ltd for and on behalf of the Employer as an Agent/ Power of Attorney Holder 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 Employer represented by RITES Ltd for and on behalf of the Employer as an Agent/Power of Attorney Holder certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and

accordingly discharges this Guarantee.

5. We ----- (indicate the name of the Bank) further agree with the Employer represented by RITES Ltd for and on behalf of the Employer as an Agent/Power of Attorney Holder that the Employer 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 ⁷⁶the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer 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 or for any forbearance, act of omission on the part of the Employer or any indulgence by the Employer to the said Contractor 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 .
7. This Guarantee will neither be cancelled nor revoked by the bank without the written authorization of the beneficiary (RITES Ltd.). For this purpose the beneficiary would inform the Bank of their authorized signatories together with the specimen signatures.
8. This Guarantee shall be valid up to -----unless extended on demand by the Employer represented by RITES Ltd for and on behalf of the Employer as an Agent/Power of Attorney Holder. 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.

Dated the _____day of _____for _____..(indicate the name of the Bank)".

Note : To be put in sealed cover by Bank and addressed to the concerned officer of RITES Ltd.

ANNEXURE A-1
(Refer Clause 1A)

**Form of Bank Guarantee for replacing
Security Deposit from cash to B.G**

In consideration of the Employer having agreed under the terms and conditions of contract made vide his Letter of Acceptance (LOA) No-----dated-----between ----
----- (the Employer) represented by RITES Ltd for and on behalf of the Employer as
an Agent/Power of Attorney Holder and ----- (hereinafter called "the said
Contractor") for the work (hereinafter called the said Agreement") the Employer having
agreed to release a part of Security Deposit against production of a irrevocable Bank
Guarantee by the said contractor for Rs. ----- (Rupees -----
--- Only) as a Security/Guarantee for compliance of his obligations in accordance with the
terms and conditions in the said Agreement,

1. We----- (indicate the name of the Bank) (hereinafter referred to as "
the Bank" hereby undertake to pay to the RITES LTD acting for and on behalf of the
Employer as an Agent/Power of Attorney Holder, an amount not exceeding Rs. -
----- (Rupees ----- only) on demand by RITES Ltd for and on behalf of the Employer as
an Agent/Power of Attorney Holder.
2. We ----- (indicate the name of the Bank) do hereby undertake to pay the
amounts due and payable under this Guarantee without any demur, merely on a demand
from by RITES Ltd for and on behalf of the Employer as an Agent/Power of Attorney
Holder stating that the amount claimed is required to meet the recoveries due or likely
to be due from the said Contractor. 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 under take to pay to the Employer represented by RITES Ltd.
for and on behalf of the Employer as an Agent/Power of Attorney Holder any
money so demanded notwithstanding any dispute or disputes raised by the Contractor
in any suit or proceeding pending before any court or Tribunal relating there to, our
liabilities 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 shall have no claim against us for making such
payment.
4. We ----- (Indicate the name of the Bank) further agree that the Guarantee herein
contained shall remain in full force and effect during the period that would be taken for
the performance of the said Agreement and that it shall continue to be enforceable till
all dues of the Employer represented by RITES Ltd for and on behalf of the Employer
as an Agent/Power of Attorney Holder 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 Employer represented by RITES Ltd for and on behalf of the
Employer as an Agent/Power of Attorney Holder certified that the terms and

conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee.

5. We ----- (indicate the name of the Bank) further agree with the Employer presented by RITES Ltd for and on behalf of the Employer as an Agent/Power of Attorney Holder that the Employer 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 from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer 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 or for any forbearance, act of omission on the part of the Employer or any indulgence by the Employer to the said Contractor 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 .
7. This Guarantee will neither be cancelled nor revoked by the bank without the written authorization of the beneficiary (RITES Ltd.). For this purpose the beneficiary would inform the Bank of their authorized signatories together with the specimen signatures.
8. This Guarantee shall be valid up to -----unless extended on demand by the Employer represented by RITES Ltd for and on behalf of the Employer as an Agent/Power of Attorney Holder. 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.

Dated the _____ day of _____ for _____ (indicate the name of the Bank)".

Note : To be put in sealed cover by Bank and addressed to the concerned officer of RITES Ltd.

ANNEXURE A-2

(Refer Clause 5.1(b))

Form of Bank Guarantee for releasing the withheld amount for non-achievement of milestones

In consideration of the Employer having agreed under the terms and conditions of contract made vide his Letter of Acceptance (LOA) No _____ dated-----between -----
-(the Employer) represented by RITES Ltd for and on behalf of the Employer as an Agent/Power of Attorney Holder and ----- (hereinafter called "the said Contractor") for the work (hereinafter called the said Agreement") the Employer having agreed to release the amount withheld from the contractor for not achieving the milestone(s) specified in the said Agreement against production of a irrevocable Bank Guarantee by the said contractor for Rs. ----- (Rupees -----
---- Only) as a Security/Guarantee for compliance of his obligations in accordance with the terms and conditions in the said Agreement,

1. We----- (indicate the name of the Bank) (hereinafter referred to as "the Bank" hereby undertake to pay to the RITES LTD acting for and on behalf of the Employer as an Agent/Power of Attorney Holder, an amount not exceeding Rs . ----- (Rupees ----- only) on demand
by RITES Ltd for and on behalf of the Employer as an Agent/Power of Attorney Holder.
2. We ----- (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from by RITES Ltd for and on behalf of the Employer as an Agent/Power of Attorney Holder stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. 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 under take to pay to the Employer represented by RITES Ltd. for and on behalf of the Employer as an Agent/Power of Attorney Holder any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating there to, our liabilities 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 shall have no claim against us for making such payment.
4. We (Indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all dues of the Employer represented by RITES Ltd for and on behalf of the Employer as an Agent/Power of Attorney Holder 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 Employer represented by RITES Ltd for and on behalf of the Employer as an Agent/Power

of Attorney Holder certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee.

5. We ----- (indicate the name of the Bank) further agree with the Employer presented by RITES Ltd for and on behalf of the Employer as an Agent/Power of Attorney Holder that the Employer 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 from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer 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 or for any forbearance, act of omission on the part of the Employer or any indulgence by the Employer to the said Contractor 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.
7. This Guarantee will neither be cancelled nor revoked by the bank without the written authorization of the beneficiary (RITES Ltd.). For this purpose the beneficiary would inform the Bank of their authorized signatories together with the specimen signatures.
8. This Guarantee shall be valid up to unless extended on demand by the Employer represented by RITES Ltd for and on behalf of the Employer as an Agent/Power of Attorney Holder. 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.

Dated the _____ day of _____ for _____ (indicate the name of the Bank)".

Note : To be put in sealed cover by Bank and addressed to the concerned officer of RITES Ltd.

**FIELD LABORATORY AND FIELD TESTING
INSTRUMENTS LIST OF EQUIPMENTS FOR FIELD
TESTING LABORATORY**

For Building Works

1. Balances
 - (i) 7 kg. to 10 kg. capacity, Semi-Self indicating type-Accuracy 10 gm.
 - (ii) 500 gm. Capacity, Semi-Self indicating type-Accuracy 1 gm.
 - (iii) Pan Balance - 5 kg. capacity, accuracy 10 gm.
 - (iv) Platform Balance - 100 kg capacity
2. Ovens-Electricity operated, thermostatically controlled upto 110o C- Sensitivity 1oC.
3. Sieves : as per IS 460-1962.
 - (i) I.S. Sieves - 450 mm internal dia of sizes 100mm, 80mm, 63mm, 50mm, 40mm, 25mm, 20mm, 12.5mm, 10mm, 6.3mm, 4.75mm complete with lid and pan.
 - (ii) I.S. Sieves - 200mm internal dia (brass frame) consisting of 2.36mm, 1.18mm, 600 microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns with lid and pan.
4. Sieve shaker capable of shaking 200 mm and 300 mm dia sieves, manually operated with timing switch assembly.
5. Equipment for slump test-Slump Cone, Steel Plate, tamping rod, steel scale, scoop all as per IS : 7320.
6. Dial gauges 25mm travel - 0.01 mm/ division. Least count - 2 nos.
7. 100 tonnes compression testing machine, electrical-cum manually operated.
8. Graduated measuring cylinders 200ml capacity - 3 Nos.

9. Enamel trays (for efflorescence test for bricks)
 - (i) 300 mm x 250 mm x 40 mm. 2 nos
 - (ii) Circular plates of 250 mm dia - 4 nos.
10. Cube moulds for concrete 150 mm x 150 mm x 150 mm with Base - 24 Nos
11. plate as per IS: 516 Cube moulds for cement 7.06 cm x 7.06 cm x 7.06 cm - 6 nos.
12. Cube Vibrating Table Electricity operated with Table size 50 cm x 50 cm and 150 kg load carrying capacity - 1 No.
13. Unit weight measure IS:1199 - 1 No.
14. Pycnometer 1 litre capacity with 6mm dia at Apex - 2 Nos.
15. ½ litre capacity - 2 Nos.
16. Vicat Apparatus with Dashpot complete as per IS : 5313 - 1 No.
17. Blaines' Air Permeability Apparatus Complete as per IS : 5516 - 1 No.
18. Tools for non-destructive testing of concrete.
19. Soil Testing equipment for Sieve Analysis and determination of C.B.R. Value.

FIELD TESTING INSTRUMENTS

1. Steel tapes - 3m
2. Vernier Calipers
3. Micrometer Screw 25mm gauge
4. A good quality plumb bob
5. Spirit minimum 30 cms long with 3 bubbles for horizontal / vertical measurement
6. Wire gauge (circular type) disc
7. Foot rule
8. Long nylon thread
9. Rebound hammer for testing concrete
10. Dynamic penetrometer
11. Magnifying glass
12. Screw driver 30 cms long

13. Ball pen hammer, 100 gms.
14. Plastic bags for taking samples
15. Moisture meter for timber
16. Earth resistance tests : for Electrical Divisions
17. Meggar

18. Glass Beaker 100 cc

ANNEXURE B-2

(REFER CLAUSE 10A)

In all contracts where issue of cement and steel by the Employer is not stipulated, the following special conditions shall be applicable.

1. Special conditions for cement

The contractor shall procure 43 grade (conforming to IS 8112 latest version) ordinary Portland cement or 53 grade OPC (conforming to IS 12269, latest version, for RCC work of mix richer than M30) from reputed manufacturers of cement having a valid Certification Marks Licence from Bureau of Indian Standards (BIS). At the time of bid submission, the tenderers may submit a list of names of cement manufacturers alongwith a copy of their valid Certification Marks Licence from BIS, which they propose to use in the work. The Tender Accepting Authority reserves the right to accept or reject name(s) of cement manufacturer(s) which the tenderer proposes to use in the work if satisfactory evidence in respect of cement manufacturers' licence issued by BIS, is not furnished. No change in the tendered rates will be accepted if the Tender Accepting Authority does not accept the list of cement manufacturers, given by the tenderer, fully or partially. In case the names of brand / cement manufacturers are not submitted at the time of bid submission, the brand / cement manufacturer meeting the criterion mentioned above, shall be got approved from the Engineer-in-Charge before use of cement of such brand / manufacturer on the work.

The supply of cement shall be taken in 50 kg. bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS codes. In case the test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected, and it shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.

The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer-in-Charge.

Unless otherwise directed by the Engineer-in-Charge, the cement godown of the capacity to store a minimum of 2000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made.

Double lock provision shall be made to the cement godown. The keys of one lock shall remain with the Engineer-in-Charge or his authorized representative and the keys of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge.

The cement shall be got tested by the Engineer-in-Charge and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The cost of tests shall be borne by the contractor/Employer in the manner indicated below: for Non Mandatory Tests. In case of Mandatory Tests the cost will be borne only by the Contractor.

By the contractor, if the results show that the cement does not conform to relevant BIS codes.

By the Employer, if the results show that the cement conforms to relevant BIS codes.

The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to be made.

The cement brought to the site and the cement remaining unused after completion of the work shall not be removed from site without the written permission of the Engineer- in-Charge.

The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-Charge. If he does not do so within 3 days of receipt of such notice, the Engineer-in-Charge shall get it removed at the cost of the contractor.

Similar conditions for cement of other types like slag cement etc., will apply.

2. Special Conditions for Steel

1. The Contractor shall procure TMT bars of Fe415 /Fe500 /Fe550 grade (as specified) from any producer approved/empanelled by BIS / RDSO of Indian Railways. TMT bars shall meet the provisions of IS: 1786 : 2008 pertaining to Fe 415D or Fe 500D or Fe 550D grade of steel as specified in the tender.
2. The contractor shall have to obtain and furnish manufacturer's test certificates to the Engineer-in-Charge in respect of all supplies of steel brought by him to the site of work.
3. Samples shall also be taken and got tested by the Engineer-in-Charge as per the provisions in this regard in relevant BIS codes and/or the applicable specifications. In case the test results indicate that the steel arranged by the contractor does not conform to the specifications, the same shall stand rejected, and it shall be removed from the site of work by the contractor at his cost within a week time or written orders from the Engineer-in- Charge to do so.
4. The steel reinforcement bars shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
5. For checking nominal mass, tensile strength, bend test, re-bend test etc. specimens of sufficient length shall be cut from each size of the bar at random, and at frequency not less than that specified below :

Size of bar	For consignment below 100 tonnes	For consignment above 100 tonnes
Under 10mm dia bars	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof
10 mm to 16 mm dia bars	One sample for each 35 tonnes or part thereof	One sample for each 45 tonnes or part thereof
Over 16 mm dia bars	One sample for each 45 tonnes or part thereof	One sample for each 50 tonnes or part thereof

6. The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories. The cost of tests shall be borne by the

Contractor/Employer In the manner indicated below for Non Mandatory Tests. In case of Mandatory Tests the cost will be borne only by the Contractor.

By the contractor, if the results show that the steel does not conform to relevant BIS codes.

By the Employer, if the results show that the steel conforms to relevant BIS codes.

7. The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. In case the consumption is less than theoretical consumption including permissible variations necessary recovery shall be made. In case of excess consumption no adjustment need to be made.
8. The steel brought to site and the steel remaining unused shall not be removed from site without the written permission of the Engineer-in-Charge.

ANNEXURE 'C'

(REFER CLAUSE 10 B ii)

PROFORMA FOR BANK GUARANTEE FOR MOBILIZATION ADVANCE

(On Non-Judicial Stamp Paper of Appropriate Value)

To,

rites ltd.

1. In consideration of, RITES Ltd. Acting for and on behalf of as Agent/Power of Attorney Holder of _____ (hereinafter called "The Employer") (which expression shall unless repugnant to the subject or context include its successors and assigns) having agreed under the terms and conditions of the Contract Agreement No. _____ dated _____ with* _____ in connection with the work of _____ (hereinafter called "the said Contract") to make at the request of the Contractor' a lumpsum advance of Rs. _____ /- (Rupees _____ only) for utilizing it for the purpose of the Contract on his furnishing a Guarantee acceptable to the Employer, we, _____ Bank incorporated under _____ and having one of our branches at _____ (hereinafter referred to as "the said Bank") do hereby guarantee the due recovery by the Employer of this said advance with interest thereon as provided according to the terms and conditions of the Contract. If the said Contractor fails to utilize the said advance for the purpose of the Contract and / or the said advance together with Interest thereon as aforesaid is not fully recovered by the Employer, we, _____ Bank hereby unconditionally and irrevocably undertake to pay to RITES Ltd. on demand and without demur to the extent of the said sum of Rs. _____ /- (Rupees _____ only), any claim made by the Employer on us for the loss or damage caused to or suffered by the Employer by reason of the Employer not being able to recover in full the said sum of Rs. /- (Rupees _____ only) with interest as aforesaid.
2. We, _____ Bank further agree that the Employer shall be the sole judge of and as to whether the said Contractor has not utilized the said advance or any part thereof for the

purpose of the Contract and the extent of loss or damage caused to or suffered by the Employer on account of the said advance together with interest not being recovered in full and the decision of the Employer that the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and as to the amount or amounts of loss or damage caused to or suffered by the Employer shall be final and binding on us.

3. We, the said Bank, further agree that the Guarantee herein contained shall remain in force and effect during the period that would be taken for the performance of the said Contract and till the said advance with interest has been fully recovered and its claims satisfied or discharged and till the Employer certifies that the said advance with interest has been fully recovered from the said Contractor, and accordingly shall have no claim under this Guarantee after 30 (thirty) days from the date of satisfactory completion of the said Contract (as per the mutually agreed Work Schedule) i.e. upto and inclusive of _____ (date) unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period i.e. _____ (date) in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.
4. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity, from time to time, to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or the advance available to the Employer and the said Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor on any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing the Bank from its such liability.
5. It shall not be necessary for the Employer to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security, which the Employer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from the Contractor M/s_____. on whose behalf this Guarantee is issued.

-
Notwithstanding anything contained herein before our liability under this Guarantee is restricted to Rs._____(Rupees_____only) together with interest____.Our undertaking shall commence from the date of execution and shall remain in force upto
_Dated this____day of_ In presence of

For and on behalf of (the Bank) `

Signature

Name

Designation Authorization No.

Seal of the Bank

WITNESS

1

2.

The above Guarantee is accepted by the Employer For RITES Ltd. For and on behalf of _____(the Employer) as Agent/Power of Attorney Holder

NOTES ON PARA 1

*For Proprietary Concerns

Shri_ son of _resident of _carrying on business under the name and style of at____(hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

*For Partnership Concerns

*M/s.-----_a partnership firm with its office----- (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives); the names of their partners being.

(i) Shri_____S/o_____

(ii) Shri_____S/o_____etc.

*For Companies

* M/s._____a company under the Companies Act, 1956 and having its registered office at_____in the State of_____(hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns).

ANNEXURE 'D'

(REFER CLAUSE 10 B iii)

PROFORMA FOR HYPOTHECATION DEED FOR PLANT & MACHINERY ADVANCE

(On Non-Judicial Stamp Paper of Appropriate values in the name of the Contractor)

This indenture made the _____ day of _____ BETWEEN* _____ of the one part and RITES LIMITED acting for and on behalf of as Agent/Power of Attorney Holder of _____ (hereinafter called "the Employer" which expression shall unless the context requires otherwise include his successors and assigns) of the other part.

WHEREAS under Provision in Clause 10B (iii) of the Clauses of Contract of Agreement No. _____ dated _____ (hereinafter called the "Contract") between the Employer and the Contractor, the Contractor has applied to the Employer for an advance of Rs. _____ (Rupees _____ only) for Plant & Machinery described in the schedule hereto specifically acquired by the Contractor for the Works and brought to the site.

AND WHEREAS one of the conditions on which the said Advance of Rs. _____ is to be granted by the Employer to the Contractor is that the Contractor shall hypothecate the plant and machinery described in the Schedule hereto in favour of the Employer as security for the due repayment of the said advance along with interest as due.

AND WHEREAS the Contractor has represented that he is the Owner of the Plant and Machinery described in the Schedule hereto and the same is free from encumbrances.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said Contract and in consideration of the promises the Contractor doth hereby hypothecate, assign and transfer to the Employer the Plant and Machinery described in the Schedule hereto with the intent that the same shall remain and form security for repayment to the Employer of the said advance of Rs. _____ together with the interest thereon at 10% per annum.

1. The Contractor hereby agrees, declares and covenants with the Employer as follows:-

- a) The Contractor shall repay to the Employer the said Advance of Rs. _____ (Rupees _____ only) together with Interest thereon as aforesaid by and agrees that the said Advance be recovered by the Employer by making deductions in the manner provided in Clause 10B(iv) of the Clauses of Contract.
- b) The Contractor has paid in full the purchase price of the Plant and Machinery described in the Schedule hereto and each and every one of them is the absolute property of the Contractor and that the same have not been sold, pledged,

mortgaged or transferred or in any way dealt with by the Contractor.

- c) So long as any amount remains payable to the Employer by the Contractor in respect of the said Advance of Rs.____ and interest thereon the Contractor shall not sell, pledge, hypothecate, transfer part with or in any way deal with the Plant and Machinery described in the Schedule hereto.
- d) If the said advance of Rs.____ along with the interest as due shall not be repaid by the Contractor or recovered in the manner described above by the Employer by _____(due date) due to any reason whatsoever or the said Contract has been determined earlier or cancelled or if the Contractor shall sell, pledge, mortgage, transfer, part with or in any way deal with the said plant and machinery or any part thereof or the Contractor or any of the partners is adjudged insolvent or the Contractor firm is to be wound up or the Contractor makes any composition or arrangement with its creditors or the Contractor shall commit breach of any of the terms and conditions or covenants as herein contained or if any of the said plant and machinery or any other property whatsoever belonging to the Contractor has been sold or attached for a period of not less than 21 days in execution of the decree of any court for payment of money, the whole of the said advance of Rs.____or such part thereof as may have remained unpaid or unrecovered together with interest thereon shall forthwith become due and payable.
- e) The Employer may on the happening of any of the events mentioned in the preceding clause (d) or in the event of the said advance and interest thereon or any part thereof becoming due and payable and has not been paid or recovered or cannot be recovered as provided in the said conditions, seize and take possession of the said plant and machinery (and either remain in possession thereof without removing the same or else may remove the same) and sell the said plant and machinery or any of them either by public auction or private Contract and may out of the sale proceeds retain the balance of the said advance and interest thereon remaining unpaid and unrecovered and all costs, charges and expenses and payments incurred or made in maintaining, defending or protecting the rights of the Employer hereunder and shall pay over the surplus, if any, to the Contractor.
- f) The Contractor shall at all times during the continuance of this security as stipulated in Para 2 below, the Contractor shall at his cost insure and keep insured the plant and machinery described in the Schedule hereto for the full value thereof in the joint names of the Contractor and the Employer with an insurance company to be approved by the Engineer-in-Charge against the risk of loss or damage from whatever cause arising other than the Excepted Risks. During the Continuance of the security the Contractor shall pay all premia and sums of money necessary for keeping such insurance alive and the insurance policy and receipts in original for premia paid shall be deposited with the Engineer-in-Charge. The Contractor shall assign all his rights, title and interest in the policy to the Employer.
- g) The Contractor shall not permit or suffer the said plant and machinery or any part thereof to be destroyed or damaged or used or to be used or to deteriorate in a

greater degree than it would deteriorate by reasonable wear and tear thereof in the performance of the Contract.

- h) In the event of any damage or loss happening to the said plant and machinery or any part thereof from whatever cause other than the Excepted risks the Contractor shall forthwith have the same repaired or replaced as the case may be or arrange for payment of the entire amount recovered or to be recovered from the insurance company to the Employer towards the payment of the said advance of Rs. _____ along with interest as due.

2. Upon repayment or recovery in full of the amount secured on account of this hypothecation deed the said plant and machinery secured hereunder shall stand released from hypothecation but this is without prejudice to the right of the Employer under any other conditions of the Contract.

SCHEDULE ABOVE REFERRED TO

Sl.No .	Particulars Advance of Plant & Machinery	New or Second hand	Nos .	Purchase price / considered reasonable by Engineer- in-Charge	% of Col. 5 sanctioned	in (Rs.)
1	2	3	4	5	6	7

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first above written.

Signed and delivered By

Signed by Shri

Name of Contractor

(Name & Designation)_of
RITES LIMITED

For and on behalf of the
Employer as Agent/Power
of Attorney Holder

In the presence of

In the presence of

1

1

2

2

NOTES ON PARA 1

*For Proprietary Concerns

Shri _____ son of _____ resident _____ of
_____ carrying on business under the name and style of
_____ at _____ (hereinafter called "the said Contractor" which expression shall
unless the context requires otherwise include his heirs, executors, administrators and legal
representatives).

*For Partnership Concerns

M/s. _____ a partnership firm with its office at (hereinafter called "the
said Contractor" which expression shall unless the context requires otherwise include their
heirs, executors, administrators and legal representatives); the names of their partners
being _____

i) Shri_____S/o_____

ii) Shri_____S/o_____etc.

*For Companies

(*M/s._____a company under the Companies Act, 1956 and having its registered office at in the State of_____hereinafter called the said Contractor' which expression shall unless the context requires otherwise include its administrators, successors and assigns).

ANNEXURE – E1
(REFER CLAUE 17)

GUARANTEE BOND IN RESPECT OF WATER PROOFING WOKRS

(On Non Judicial Stamp Paper of Rs. 10)

The Agreement made this ___ day of _Two thousand and _____ between _____
_____ (hereinafter called the Guarantor of the one part) and _ (herein after
called the “Employer”) on the other part.

WHEREAS THIS agreement is supplementary to a Contract (hereinafter called the Contract) dated _____ and made between the Guarantor of the one part and the Employer acting through RITES Ltd. as Agent/Power of Attorney Holder of the other part, whereby the Contractor, inter alia, undertook to render the buildings and structures in the said Contract cited completely water and leak-proof.

And whereas Guarantor agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for five years from the date of giving of water proofing treatment.

Now the Guarantor hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the Contract.

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

- a) misuse of roof shall mean any operation which will damage water-proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof.
- 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) The decision of the Employer with regard to cause of leakage shall be final.

During this period of Guarantee, the Guarantor shall make good all defects and in case of any defect being found, render the building water proof to the satisfaction of the Employer at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Employer calling upon him to rectify the defects failing which the work shall be got done by the Employer by some other Contractor at the Guarantor's cost and risk. The decision of the Employer as to the cost, payable by the Guarantor shall be final and binding.

That if Guarantor fails to execute the water proofing or commits breach there under then the Guarantor will indemnify the Employer 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 Employer the decision of the Employer will be final and binding on the parties.

In Witness whereof these present have been executed by the Guarantor _____

and by _____ (Name & Designation of Officer of RITES Ltd.) acting for and on behalf of the Employer as Agent/Power of Attorney Holder on the day, month and year first above written.

SIGNED, SEALED and delivered by GUARANTOR in the presence of :- 1.

2.

SIGNED for and on behalf of THE EMPLOYER as Agent/Power of Attorney Holder by

-

_____ in the presence of:-

1.

2.

Copy to the Employer

ANNEXURE 'E-2'
(REFER CLAUSE 17)

GUARANTEE BOND FOR ANTI TERMITE TREATMENT WORKS

(On Non Judicial Stamp Paper of Rs. 10)

The Agreement made this _____ day of Two Thousand _____ between M/s. _____
_____ (hereinafter called the Guarantor of the one part) and the _____ (hereinafter called the Employer 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 the Employer acting through RITES Ltd. as Agent/Power of Attorney Holder of the other part, whereby the Contractor, inter alia, undertook to render the Buildings and structures in the said Contract cited completely Termite proof.

And whereas the Guarantor agreed to give a Guarantee to the effect that the said structures will remain Termite-proof for ten years to be reckoned from the date after the maintenance period prescribed in the Contract expires.

During this period of guarantee the Guarantor shall make good all defects and for that matter, shall replace at his risk and cost, such wooden members as may be damaged by termites and in case of any other defect being found he shall render the building termite proof at his cost to the satisfaction of the Engineer-in-Charge and shall commence the works of such rectification within seven days from the date of issuing notice from the Employer calling upon him to rectify the defects failing which the work shall be got done by the Employer by some other Agency at the Guarantor's cost and risk and in the latter case the decision of the Employer as to the cost recoverable from the Guarantor shall be final and binding.

That if the Guarantor fails to execute the Anti Termite Treatment or commits breaches thereunder, then the Guarantor will indemnify the Employer 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 Employer, the decision of the Employer will be final and binding on the parties.

In witness whereof these present have been executed by the Guarantor____and _____ by _____(Name & Designation of Officer of RITES Ltd). for and on behalf of the Employer as Agent/Power of Attorney Holder on the day, month and year first above written..

SIGNED, SEALED and delivered by the GUARANTOR in the presence of _

1.

2.

SIGNED for and on behalf of the Employer as Agent/Power of Attorney by (RITES LTD.) in the presence of -

1.

2.

Copy to the Employer

ANNEXURE 'F1'
(REFER CLAUSE 25 (3))

**FORM OF CONTRACTOR'S NOTICE FOR CONCILIATION
THROUGH EXPERT COMMITTEE (EC)**

To

(Appointing Authority) RITES.

Gurgaon

Dear Sir,

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

1. Name of applicant
2. Whether applicant is Individual / Prop. Firm / Partnership Firm / Ltd. co.
3. Full address of the applicant
4. Name of the work and Contract number in which arbitration sought
5. Name of the RITES Office which entered into Contract
6. Contracted amount of the work
7. Date of Contract
8. Date of start of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of Final Bill being ready (if work is completed)
14. Date of payment of Final Bill (if work is completed)
15. Amount of Final Bill (if work is completed)
16. Date of request made to Engineer- in-Charge's for decision
17. Date of receipt of Engineer-in-Charge's decision

Specimen signature of the applicant
(only the person/authority who signed
the Contract should sign)

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

1. Statement of claims with amount claimed against each claim.
- 2.
- 3.
- 4.

Yours faithfully,

(Signature)

Copy in duplicate to

1. _____Engineer-in-Charge, RITES
2. _____Employer

ANNEXURE 'F2'
(REFER CLAUSE 25 (4))

FORM OF CONTRACTOR'S NOTICE FOR APPOINTMENT OF ARBITRATOR

To

(Appointing Authority) RITES.

Gurgaon

Dear Sir,

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

1. Name of applicant
2. Whether applicant is Individual / Prop. Firm / Partnership Firm / Ltd. co.
3. Full address of the applicant
4. Name of the work and Contract number in which arbitration sought
5. Name of the RITES Office which entered into Contract
6. Contracted amount of the work
7. Date of Contract
8. Date of start of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of Final Bill being ready (if work is completed)
14. Date of payment of Final Bill (if work is completed)
15. Amount of Final Bill (if work is completed)
16. Date of request made to Engineer- in-Charge's for decision
17. Date of receipt of Engineer-in-Charge's decision
18. Date of request to Appointing Authority for conciliation through Expert Committee

19. Date of receipt of Appointing Authority's decision on the recommendations given by the Expert Committee

20. Date of serving this notice to the Appointing Authority

Specimen signature of the applicant
(only the person/authority who signed
the Contract should sign)

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

1. Statement of claims with amount claimed against each claim.

2.

3.

4.

Yours faithfully,

(Signature)

Copy in duplicate to

1. _____Engineer-in-Charge, RITES

2. _____Employer

ANNEXURE- 'F3'
(REFER CLAUSE 25 (8))

Agreement towards Waiver under Section 12(5) and Section 31-A(5) of Arbitration and Conciliation (Amendment) Act

I/we ----- (Name of agency/contractor) with reference to agreement no -----
raise disputes as to the construction and operation of this contract, or the respective
rights liabilities, withholding of certificate and demand arbitration in respects of
following claims;

Brief of claim:

- (i) Claim 1- Details at Annexure-
- (ii) Claim2-
- (iii) Claim 3-

I/we ----- (post of Engineer) with reference to agreement no -----
----- hereby raise disputes as to the construction and operation of this contract, or
the respective rights liabilities, withholding of certificate and demand arbitration in
respects of following claims;

I/we ----- do/do not agree to waive off applicability of section 12(5) of
Arbitration and conciliation (Amendment) Act.

Signature of Claimant ----- Signature of Respondent -----

Agreement under Section 31 A (5)

I/we ----- (Name of Claimant) with reference to agreement no -----
----- hereby waive off the applicability of Section 31-A (2) to 31-A (4) of the
Arbitration and Conciliation (Amendment) Act. We further agree that the cost of arbitration
will be shared by the parties as per Clause 25(38) of GCC.

Signature of Claimant ----- Signature of Respondent -----

Strike out whichever not applicable.

Certification by Arbitrators appointed under Clause 25 of RITES General Conditions of Contract for Works

1. Name :
2. Contract Details:
3. Prior experience (Including Experience with Arbitrations):
4. I do not have more than five on-going Arbitration cases with me.
5. I hereby certify that I have retired from w.e.f---and empanelled as Arbitrator with RITES.
6. I have no any part or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.

Or

I have part or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under;

7. I have no any part or present relationship in relation with or interest in any the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of the Arbitration and Conciliation Act- 1996.

Or

I have past or present relationship in relation with or interest in any the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of the Arbitration and Conciliation Act- 1996. The details of such relationship or interest are as under

8. There are no concurrent circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

There are circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under;

Name and Signatures of the Arbitrator

ANNEXURE -'F4'
(REFER CLAUSE 25(3.3 xi))

Fees and facilities to the EC Members

EC members shall be entitled for the following fees and facilities (All the expenditure incurred in the EC proceedings shall be shared by the Parties in equal proportions. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the EC proceedings) :

Sl. No	Fees/ Facility	Entitlement
1.	Fees (for one member)	Rs. 10,000 per meeting subject to maximum of Rs. 2,00,000 for the whole project. In addition, the Presiding Member shall be paid an additional amount of Rs. 2000/- per meeting towards secretarial expenses in writing minutes / EC recommendations.
2.	Transportation in the city of the meeting	Car as per actual on certification basis subject to a maximum of Rs.2000/- per meeting.
3.	Venue for meeting	RITES conference rooms/Hotels
4.	Facilities to be provided to the out - stationed member -	
4(i)	Travel from the city of residence to the city of meeting	Economy class air tickets/ A.C first class train tickets/ Luxury car/ reimbursement of actual fare.
4(ii).	Transport to and fro airport / railway station in the city of residence	Car as per actual.
4(iii)	Stay for out stationed members	4 Star Hotel.
4(iv)	Transport in the city of meeting	Car as per actual.

ANNEXURE 'G'
(REFER CLAUSE 37A)

INDEMNITY BOND

(ON NON – JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

NAME OF THE WORK: _____

Know all men by these presents that I/We _____ (Name of the Contractor with address) do hereby execute Indemnity Bond in favour of RITES having their office at.....

_____ acting for and on behalf of _____ (Employer) as Agent/Power of Attorney Holder.c

On this _____ day of _

Whereas M/s. RITES have been appointed as the Consultant for the Project Management for

and on behalf of _____ (the Employer) for the work of _____ under Contract No. _____ dated ____.

This Deed witnesseth as follows

I/We_ (Name of the Contractor) hereby do indemnity and save harmless RITES having its office at _____ from any claims by the State Government Department responsible for collection of royalty for minor minerals like red bajri, stone, kankar etc., on non-payment of royalty as due for the minor minerals used in the execution of the contract, in terms of provisions of the relevant State Act and Rules made thereon.

IN WITNESS WHEREOF THE ____

HAS SET HIS/HER HANDS ON THIS DAY OF ____

SIGNED AND DELIVERED BY THE AFORESAID

IN THE PRESENCE OF WITNESSES

1) ____

2) ____

ANNEXURE 'H'
(REFER CLAUSE 47.9)

INDEMNITY BOND

(On Non-Judicial Stamp Paper of appropriate value)

Name of the work _

KNOW all men by these presents that I/We_(Name of Contractor with address)do hereby execute Indemnity Bond in favour of RITES having their office at

_____ acting for and on behalf of _____(the Employer) as Agent/Power of Attorney Holder.

On this_____ day of_.

WHEREAS M/s.RITES appointed as the Consultants for the Project Management for and on behalf of _____(the Employer) for the work of _under Contract No _____ dated_ _____ with us.

THIS DEED WITNESSETH AS FOLLOWS:

I/We, _____(Name of Contractor) hereby do indemnify and save harmless RITES having their office at _____ from

1. Any third party claims, civil or criminal complaints/liabilities site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed civil works by me/us.
2. Any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of me/us or any sub-Contractor/s if any, servants or agents.
3. Any claims by an employee of mine/ours or of sub-Contractors if any, under the workman compensation act and employers' Liability act, 1939 or any other law rules and regulations in force for the time being and any acts replacing and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of execution of the Contract

work and/or arising out of and in the course of employment of any workman/employee.

4. Any act or omission of mine/ours or sub-Contractor/s if any, our/their servants or agent which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF THE_____HAS SET HIS/THEIR HANDS ON THIS DAY OF

-

SIGNED AND DELIVERED BY THE AFORESAID

IN THE PRESENCE OF WITNESSES:

1.____

2.____

Annexure I
(Refer Clause 10B)

INDENTURE FOR SECURED ADVANCES

This Indenture made the day of
20.....

..... BETWEEN

..... (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the Employer represented by RITES Ltd. as is Agent/Power of Attorney Holder (hereinafter called the Employer 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 Employer that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees.. on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor on..... and the Employer has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees on or before the execution of these presents paid to the Contractor by the Employer receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the Employer and declare as follows:-

- (1) That the said sum of Rupees So advanced by the Employer to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.

- (2) That the materials detailed in the said Account of Secured Advances which has been offered to and accepted by the Employer as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the Employer 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 Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer-in- Charge and in the term of the said agreement.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer-in-Charge or any office authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace same with other materials of like quality or repair and make good the same as required by the Engineer-in-Charge.
- (5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Engineer-in-Charge or any officer authorized by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the Employer 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 than on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractor's bill for such payment by deducting therefrom the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated. **Provided further that, the repayment of the advance will be affected after expiry of a period of 120 days since payment of advance, whether the material is consumed in the work or not.**
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Employer shall immediately on the happening of such default be repayable by the Contractor to the Employer together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or

advances to the date of repayment and with all costs charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer 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 Employer of the said sum of Rupees..... and any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the Employer may at any time thereafter adopt all or any of the following courses as he may deem best:-
- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the Employer on demand.
 - (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.
 - (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be referred to the Accepting Authority whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

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

Signed, sealed and delivered by the said contractor
in the presence of

{Signature.....}
Witness {Name.....}
{Address.....}

Signed by
by the order and direction of the
Employer in the presence of

Witness

{Signature}
{Name}.....
{Address.....}

ANNEXURE J
(Refer Clause-5.4)

**FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING
EXTENSION OF TIME**

1. Name of Contractor
2. Name of work as given in the Agreement
3. Agreement No.
4. Estimated amount put to tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion as stipulated in agreement
8. Period for which extension of time has been given previously:
 - a) 1st extension vide No.Dated From_____To_____(____Days)
 - b) 2nd extension vide No.Dated From_____To_____(____Days)Total extension previously given.
9. Reasons for which extensions have been previously given (Copies of the previous sanctions should be attached)
10. Period for which extensions is applied for now From_____To_____(____Days)
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last. (Details are to be filled in for each Hindrance in a tabular form)
 - a) Serial No.
 - b) Nature of hindrance
 - c) Date of occurrence
 - d) Items of work which could not be executed on account of this hindrance
 - e) Date of removal of hindrance
 - f) Overlapping period if any, with reference to item_____
 - g) Net delay on account of this hindrance
 - h) Weightage of this hindrance
 - i) Net extension applied for
 - j) Remarks, if any.

Total period on account of hindrances mentioned above___Months____Days

12. Extension of time required for extra work

- a) Details of extra work and the amount involved:-
- b) Proportionate period of extension of time based on tendered value on account of extra work.

13. Total extension of time required for 11 & 12

Submitted to the Site Engineer

Signature of Contractor Dated

No Claim Certificate

(Refer Clause 1)

(On company letterhead)

To

The Engineer in Charge
RITES Ltd.

NO CLAIM CERTIFICATE

Sub: **Contract Agreement no. ----- dated -----for the work of ---**

We have received the sum of Rs.-----
(Rupees_____only) in full and final settlement of all the payments due to us
for the work of_____under the above mentioned contract
agreement, between us and We hereby unconditionally, and without
any reservation whatsoever, certify that with this payment, we shall have no claim
whatsoever, of any description, on any account, against,
against aforesaid contract agreement executed by us. We further declare
unequivocally, that with this payment, we have received all the amounts payable
to us, and have no dispute of any description whatsoever, regarding the amounts
worked out as payable to us and received by us and that we shall continue to
be bound by the terms and conditions of the contract agreement, as regards
performance of the contract.

Date:_____

Place:_____

Yours faithfully, Signatures of contractor or
Officer authorised to sign the contract documents
on behalf of the contractor/JV
(Company stamp)

Section - 9

UTES SAFETY CODE

SECTION - 9

rites SAFETY CODE

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

supplied thereof, with at least one ladder for each 30 m. (100 ft) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3 ft) above the surface of the ground. The side of the trenches which are 1.5 m.(5 ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5 ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

7. Demolition – Before any demolition work in commenced and also during the progress of the work,

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

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

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

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

The following safety equipment shall invariably be provided.

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

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

(iii) Those engaged in welding works shall be provided with welder's protective eye-shields.

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

- (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to:
- (a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
 - (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - (d) Presence of Oxygen should be verified by lowering 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 manhole, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - (f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - (i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
 - (j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
 - (k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers are recommended for ventilating the manholes. The motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
 - (l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.

- (m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safely lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - (n) Workmen descending manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - (o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - (p) The extent to which these precautions are to be taken will 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.
9. The Contractor shall not employ women and men below the age of 18 years 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 this pigments, shall not be used in painting operations.
 - (ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.
 - (iii) Measures shall be taken, wherever practicable, to prevent danger arising out of or from dust caused by dry rubbing down and scraping.
 - (iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - (v) Overall shall be worn by working painters during the whole of working period.
 - (vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - (vii) Cases of lead poisonings and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of RITES.
 - (viii) RITES may require, when necessary medical examination of workers.
 - (ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
 - (x) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.

- (xi) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.
 - (xii) Overall shall be supplied by the contractors in the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
10. When the work is done near any place where there is risk of drowning, all necessary equipment 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 sustained 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 for conditions:
- (i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - (ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - (iv) In case of the Employer's machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental decent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any

part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductor 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 (1) to (15) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

Section - 10

UTES MODEL RULES FOR PROTECTION OF HEALTH AND SANITARY ARRANGE- MENTS FOR WORKERS EMPLOYED BY UTES OR ITS CONTRACTORS

SECTION – 10

**MODEL RULES FOR THE PROTECTION
OF
HEALTH AND SANITARY ARRANGEMENTS FOR
WORKERS EMPLOYED BY RITES OR ITS
CONTRACTORS**

1. APPLICATION

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

2. DEFINITION

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

3. FIRST-AID FACILITIES

- (i) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first aid boxes at the rate of not less than one box for

150 contract labour or part there of ordinarily employed.

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

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

1. 6 small sterilized dressings.
 2. 3 medium size sterilised dressings.
 3. 3 large size sterilised dressings.
 4. 3 large sterilized burn dressings.
 5. 1(30 ml). bottle containing a two percent alcoholic solution of iodine.
 6. 1(30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 7. 1 snakebite lancet.
 8. 1 (930 gms) bottle of potassium permanganate crystals.
 9. 1 pair scissors.
 10. 1 copy of the first-aid leaflet issued by the Director General. Factory Advice Service and Labour Institutes, Government of India.
 11. 1 bottle containing 100 tablets (each of 5 gms) of aspirin.
 12. Ointment for burns.
 13. A bottle of suitable surgical antiseptic solution.
- (b) For work places in which the number of contract labour exceed 50. Each first- aid box shall contain the following equipments.
1. 12 small sterilised dressings.

2. 6 medium size sterilized dressings.
3. 6 large size streilised dressings.
4. 6 large size sterilised burn dressings.
5. 6 (15 gms) packets sterilized cotton wool.
6. 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
7. 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
8. 1 roll of adhesive plaster.
9. 1 snake bite lancet.
10. 1 (30 ml.) bottle of potassium permanganate crystals.
11. 1 pair scissors.
12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes/Government of India.
13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
14. Ointment for burns.
15. A bottle of suitable surgical antiseptic solution.

- (iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- (iv) Nothing except the prescribed contents shall be kept in the First-aid box
- (v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- (vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.
- (vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works, First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- (viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person 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 provided with a trap door which shall be dust and waterproof.
- (iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES

- (i) In every work place adequate and suitable facilities for washing shall 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 female are employed there shall be at least one latrine for every 25 females.
 - (b) Where males are employed, there shall be at least one latrine for every 25 males.

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

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

- (iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting non absorbent materials and shall be cement washed inside and outside at least once a year. Latrines shall not be of a standard lower than borehole system.
- (iv) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal a notice in the language understood by the majority of the works "for men only" or "for women only" as the case may be.
- (b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- (v) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be a sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- (vi) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
- (b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirement of the Public Health Authorities.
- (vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- (viii) Disposal of excreta: Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will manure).
- (ix) The contractor shall at this 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 leveled by Municipal of Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 meters (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 ft.) per head.

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

8. CRECHES

- (i) At every work place, at which 20 or more women workers are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a, b, & c.
- (ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- (iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- (iv) The contractor shall provide one ayaa to look after the children in the creche when the number of women workers does not exceed 50 and 2 when the number of women workers exceed 50.
- (v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

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

- (iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- (iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- (v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year. Provided that the 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 arrangements shall be made for the collection and disposal for garbage.
- (ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.
- (x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 Sft.) per diner to be accommodated as prescribed in sub-Rule 9.
- (xi) (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
 - (b) Washing places for women shall be separate and screened to secure privacy.
- (xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- (xiii) (a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipments necessary for the efficient running of the canteen.
 - 2. The furniture utensils and other equipment shall be maintained in a clean and hygienic

condition.

- (b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
 - 2. A service counter, if provided, shall have top of smooth and impervious materials.
 - 3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.
- (xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- (xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.
- (xvi) In arriving at the price of food stuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:
- (a) The rent of land and building.
 - (b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
 - (c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
 - (d) The water charges and other charges incurred for lighting and ventilation.
 - (e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.
- (xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI MALARIAL PRECAUTIONS

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

been dug by him.

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

12. **AMENDMENTS**

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

Section - 11

rites contractor's labour regulations

SECTION – 11

RITIES CONTRACTOR'S LABOUR REGULATIONS

1. SHORT TITLE

These regulations may be called RITIES Contractor's Labour Regulations

2. DEFINITIONS

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

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

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

; or

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

No person below the age of 18 years shall be employed to act as a workman.

(ii) Fair Wages means whether for time or piece work fixed and notified under the

provisions of the Minimum Wages Act 1948 from time to time.

- (iii) Contractors shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.
 - (iv) Wages shall have the same meaning as defined in the Payment of Wages Act.
3. (i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- (ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.
- (iii) (a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.
- (b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- (c) Where 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 workers for the work performed on the normal weekly holiday at overtime rate.

4. **DISPLAY OF NOTICE REGARDING WAGES ETC.**

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear

and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per **Appendix '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 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 day on which his employment is terminated.
- (v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wages 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 Junior Engineer or any other authorized 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 Junior Engineer or any other authorised representative of the Engineer-in-Charge as the case may be a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage- cum- Muster Roll" as the case 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 deduction 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 overpayment of wages, advances granted shall be entered in a register.

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

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

Note : An approved list of Acts and Omissions for which fines can be imposed is enclosed as **Appendix – X**.

- (iii) No fines shall be imposed on a worker and no deduction for damage or loss shall be

made for his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

- (iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date 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 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 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 accident – 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 labourer who met with accident
 - (b) Rate of wages
 - (c) Sex

- (d) Age
- (e) Nature of accident and cause of accident
- (f) Time and date of accident
- (g) Date and time when admitted in Hospital
- (h) Date of discharge from the Hospital
- (i) Period of treatment and result of treatment
- (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer
- (k) Claim required to be paid under Workmen's Compensation Act
- (l) Date of payment of compensation
- (m) Amount paid with details of the person to whom the same was paid
- (n) Authority by whom the compensation was assessed
- (o) Remarks
- (v) The contractor shall maintain a Register of fines in the Form XII of the CL (R & A) Rule 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) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R & A) Rules 1971 (**Appendix - XII**).

(vii) The contractor shall maintain a Register of deductions for damages or loss in Form XXIII of the CL (R & A) Rules 1971 (**Appendix - XIII**).

(viii) The contractor shall maintain a Register of Overtime in Form XXIII if 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 wages 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 wages 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 & 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 authorized by the Central Government or RITES in this behalf.

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The labour officer or any person authorized by central Government on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of Fair Wage Clause and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

13. REPORT OF LABOUR OFFICER

The Labour officer or other persons authorised shall submit a report of result of his investigation or enquiry to the Site Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause

14 of these regulations, actual payment to labourers will be made by the Site Engineer after the Engineer-in-Charge has given his decision on such appeal.

(i) The Site Engineer shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the Engineer-in-Charge 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 Engineer-in-Charge concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Site Engineer concerned, but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

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

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

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

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

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

16. INSPECTION OF BOOKS AND SLIPS

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

17. SUBMISSIONS OF RETURNS

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

18. AMENDMENTS

RITES 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 Engineer- in-Charge concerned shall be final.

REGISTER OF MATERNITY BENEFITS (Clause 19 F)

Name and address of the contractor

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 on which maternity leave commenced and ended

Date of delivery/miscarriage	In case of delivery		In case of miscarriage`	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

Leave pay paid to the employee

In case of delivery		In case of miscarriage		Remarks
Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	
11	12	13	14	15

**SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT ADMISSIBLE TO THE
CONTRACTOR'S LABOUR**

Name and address of the contractor

Name and location of the work

1. Name of the woman and her husband's name.
2. Designation
3. Date of appointment.
4. Date with months and years in which she is employed.
5. Date of discharged/dismissal, if any.
6. Date of production of certificates in respect of pregnancy.
7. Date on which the women informs about the expected delivery.
8. Date of delivery/miscarriage/death.
9. Date of production of certificates in respect of delivery/miscarriage.
10. Date with the amount of maternity/death benefit paid in advance of expected delivery.
11. Date with 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

Name of work

Name of Contractor

Address of Contractor

Name and address of Employer

Name of RITES' Engineer in Charge

Address of RITES' Engineer in Charge

Name of Labour Enforcement Officer

Address of Labour Enforcement Officer

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

Weekly holiday

Wage period

Date of payment of wages

Working hours

Rest interval

Form-XIII (See Rule 75)

Register of workmen Employed by Contractor

Name and address of contractor

Name and address of establishment 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, Tulak and District)	Local Address	Date of commencement of employment	Signature or thumb impression of the workman	Date of termination of employment	Reasons for terminations	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Form-XVI (See Rule 78 (2) (a))

Muster Roll

Name and address of contractor

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

Nature and location of work

Name and address of Principal Employer.....For the Month of
fortnight

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

Form –XVII (See Rule 78(2))

(a) Register of wages

Name and address of Contractor

Name and address of establishment under which contract is carried on

.....

Name and location of work

Name and address Principal Employer

wages period Monthly Fortnight

Sl. No.	Name of Workman	Serial No.in the register of workman	Designation / nature of work done	No. of days work done	Units of work done	Daily rate of wages/piece rate	Amount of wages earned					Deductions if any (indicate nature)	Net amount paid	Signature of thub impression of the workman	Initial of contractor or his representative
1	2	3	4	5	6	7	Basic wages	Dearness allowance	Overtime	Other cash payment indicate nature	Total	13	14	15	16

Appendix 'VII'

Wage card

Wage Card No

Name and address of contractor

Date of issue.....

Name and location of work

Designation.....

Name of workman

Month/fortnight.....

Rate of Wages

Initial	Evening	Morning	1
			2
			3
			4
			5
			6
			7
			8
			9
			10
			11
			12
			14
			15
			16
			17
			18
			19
			20
			21
			22
			23
			24
			25
			26
			27
			28
			29
			30
	Amount	Rate	31

Received from the sum Rs.
on account of my wages

The Wages Card is valid for on the date of issue

Signature

Form –XIV
[See rule
76]
Employment Card

Name and address of Contractor

Name and address of establishment under which contract is carried on

Name and location of work

Name and address Principal Employer

1. Name of the workman
2. Sl. No. in the register of workman employed
3. Nature of employment/ designation
4. Wage rate (with particulars of unit in case of piece work)
5. wage period
6. Tenure of employment
7. Remarks

Signature of contractor

**Form –XV (See Rule
77) Service
Certification**

Name and address of Contractor

Nature and Location of work

Name 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 Employed.....

Sl. No.	Total Period for which employed		Nature of Work done	Rate of wages (with particulars of unit in case of piece work)	Remarks
	Form	To			
1	2	3	4	5	6

LIST OF ACTS AND OMISSIONS FOR WHICH FINE CAN BE IMPOSED

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

1. Withful insubordination or disobedience, whether alone or in combination with other.
2. Theft fraud or dishonesty in connection with the contractors besides a business or property of CPWD.
3. Taking or giving bribes or any illegal gratification.
4. Habitual late attendance.
5. Drunkenness lighting, riotous or disorderly or indifferent behavior.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or the property of the CPWD or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age father's name, etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorised use of employer's property of manufacturing or making of unauthorized particles at the work place

15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the department and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of the collection of any money authorized by the employer.
19. Holding meeting inside the premises without previous sanction of the employers.
20. Threatening or intimidating any workman or employer during the working hours within the premises.
21. Threatening or Intimidating any workman or employer during the working hours within the premises.

Form-XV (See Rule 77)

Form-XII (See Rule 78(2) (d))

Register of Fines

Name and Address of contractor

Name and Address of establishment in under which contract is carried on
.....Nature and location of work
.....

Name and address of Principal Employer

Sl. No.	Name of workman	Father's/Husband's name	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 of which fine raised	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Appendix 'XII'

Form-XX (See Rule 78(2) (d))

Register of Deduction for Damage of Loss

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	Particulars of damage or loss	Date of Offence	Whether workman showed cause against deduction	Name of person in whose presence employee's explanation was heard	Amount of fine imposed	No. of Installments	Date of recovery		Remarks
										First Instalment	Last Instalments	
1	2	3	4	5	6	7	8	9	10	11	12	13

Form-XXII (See Rule 78(2) (d))

Register of Advances

Name and Address of contractor

Name and Address of establishment in under which contract is carried on
.....Nature and location of work
.....

Name and address of Principal Employer

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

Appendix 'XIV'

Form-XXIII (See Rule 78(2) (e))

Register of Overtime

Name and Address of contractor

Name and Address of establishment in under which contract is carried on
.....

Nature and location of work
.....

Name and address of Principal Employer

SI. No.	Name of workman	Father's/Husband's name	Sex	Designation/Nature of employment	Date on which Overtime worked	Total overtime worked or production in case of piece rated	Normal rate of wages	Overtime rate of wages	Overtime earning	Rate on which overtime paid	Remarks
1	2	3	4	5	6	7	8	9	10	11	12