

Agreement for

SLIET, Longowal.

Agreement made on _____ between **Sant Longowal Institute of Engineering and Technology, Longowal** acting through Engineer-in-charge hereinafter called Institute _____ on _____ one _____ part and _____,

hereinafter called the contractor which expression shall mean and includes its successor and administration and assigns on the other part.

Whereas the Institute is desirous that certain works should be executed viz. **“ARM of Horticulture for the period 01.11.2011 to 31.03.2012 at SLIET, Longowal”** and vide letter of intent no. **SLIET/EST/2011/_____ dated _____** has accepted the offer of the contractor for the above work amounting to Rs. _____)

NOW THIS AGREEMENT WITNESSED AS UNDER:

1. In this agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred.
2. This agreement is strictly on Item rate basis. The scope of work shall be strictly as per approved NIT's. The works are to be completed in all respect within Eleven Months commencing from the _____

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3. The following documents shall be deemed to form part of the agreement:-
 - a) Letter of Intent no. SLIET/EST/2011/_____ dated _____
 - b) Bill of quantities with quoted rates.
 - c) Schedule of rates and quantities.
 - d) Special conditions of contract.
 - e) General conditions of contract.
4. The aforesaid documents shall be taken as complementary and mutually explained to one another but in the case of ambiguity or discrepancies, they shall take precedence in the order set out above starting from (a) in the descending order.
5. The contract shall be liable to be terminated by the Institute in case of delay of non-performance of the same on the part of contractor in which case, the decision of the Institute shall be final and the Institute shall be free to complete the balance work at the risk and cost of the contractor and extra cost of same shall be recoverable from the contractors dues/deposits/guarantees etc. and the balance, if any, through any other legal means.
6. The contractor hereby agrees with the Institute to execute, complete and maintain the work in conformity in all respect as per the provisions of the contract.
7. The Institute hereby agrees to pay the contractor the contract amount or such other sum as shall become payable at the time and in manner hereinafter specified in the conditions.
8. Any information required under RTI Act 2005 is to furnished by contractor.

IN WITNESS WHEREOF WE SET OUR HANDS ON _____.

Witness

Signature

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**Sant Longowal Institute of Engineering and Technology,
Longowal, Distt. Sangrur
(Deemed to be University)
(Established by Govt. of India)**

Name of works: ARM of Horticulture for the period 01.11.2011 to 31.03.2012 at SLIET, Longowal

1. Tender are hereby invited on behalf of the Director, SLIET, Longowal for the above work estimated to cost **Rs. 32,03,134.00 (Rupees Thirty Two Lacs Three Thousand One Hundred Thirty Four only)**.
2. Contract documents consisting of the detailed plan complete specification, the schedule of quantities of the various classes of work to be done, and the set of “Conditions of contract”, can be downloaded from the Institute website “www.sliet.ac.in”.
3. Tenders Fee is shape of DD worth **Rs. 1000/- (non refundable)** is to be submitted along with tender document (Envelope-I)
4. Tenders which should always be placed in sealed cover with the name of the work written on the envelopes will be received by the undersigned upto 03.00 PM on _____ and will be opened in this office on the same day at 03.30 PM. This will be submitted in two parts. Envelop no. I (Consisting EMD, Tender Fee & Technical Bid) all documents as required as per advertisement and Envelope no. II, the Financial Bid will be opened only of those tenders who qualifies in the technical bid.
5. When a tenderer signs a tender in an Indian Language, the total amount tendered in the case of item rate tender should also be written in the same language. In the case of illiterate tenders the rates or the amount tendered should be attested by a witness.
6. Earnest money amounting to **Rs.65,000.00 (Rupees Sixty Five Thousand only)** in cash/demand draft in favour of Director, SLIET, drawn on any branch of any scheduled bank payable at Longowal, District Sangrur (PB) shall accompany the tender for the above work. The demand draft/the receipt of the office of the SLIET in case of cash payment, shall be put in a separate sealed cover super scribed “EMD for the work” and shall accompany the Technical Bid of tender.
7. All rates be quoted on the proper form of the tender alone.
8. The tenderers should quote in figures as well as in word the rates and amount tendered by them. The amount for each item should be worked out the requisite totals given.
9. i) An item rate tender containing percentage below/above will be summarily rejected. However where a tendered voluntarily offers a rebate, this may be considered.
ii) Tender shall be strictly as per the condition of contract, conditional tenders are liable to be rejected.

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10. i) Special care should be taken to write the rate and amounts in figures as well as in words in such a way that interpolation is not possible. The total amount should be written before the figure of Rupees and word paisa should be written at the end (unless the rates are in whole rupees) and followed by the word only. It should invariably be to up to two decimal places. While quoting the rates in schedule of quantities, the word only should be written closely following the amount and it should not be written in the next line.
 - ii) In case of any discrepancy between the rates quoted in figures and words that rate on which the amount has been worked out shall be taken as correct. In case of any discrepancy between the rate quoted and the amount worked out the rate quoted in figures and words shall be taken as correct.
11. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves has/have tendered or who may and has/have tendered for the same work. Failing to observe this condition would render tender of the contractor (s) tendering as well as witnessing the tender liable to summary rejection.
12. The tender for works shall remain open for acceptance for a period of ninety days from date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of the tender which are not acceptable to the Institute, then the Institute shall without prejudice to any right or remedy, be at liberty to forfeit the said earnest money absolutely.
13. The acceptance of a tender will rest with the Director, SLIET who does not bind himself to accept the lowest tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
14. 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 intimated to the undersigned.
15. Convassing in connection with tenders is strictly prohibited and the tender submitted by the contractors who resort to convassing will be liable to rejection.
16. The tenderer shall not be permitted to tender for work in the SLIET responsible for award and execution of contractors in which his near relative is posted as Accountant or as an Officer in any capacity between the grades of Estate Officer and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with in any capacity or are subsequently employed by him and who are near relatives to any of the officers in the Institute. Any breach of this condition by the tenderer would render him liable to be removed from the approved list of contractors of this Institute.
17. Sales tax or any other tax on material in respect of the contract shall be payable by the contractor and Institute will not entertain any claim whatsoever.
18. The tender for the composite work includes the civil sanitary and internal/external water supply installations, electrical works and horticulture works.
19. The time of completion of the entire work shall be **01.11.2011 to 31.03.2012 (Five Months)**.

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Sant Longowal Institute of Engineering and Technology, Longowal.

Name of work

Special Conditions of Contract

i) General

Special conditions of contract shall be read in conjunction with the general conditions of contract, specifications of work, drawing and any other documents forming part of this contract wherever the context so requires.

Notwithstanding the sub-divisions of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complimentary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

Where any portion of special conditions of contract repugnant to or at variance with any provision of the General conditions of contract then unless a different intention appears the provision of the special condition of contract shall be deemed to override the provisions of the General conditions of contract only to the extent such repugnancies/variations in the special conditions of contract as are not possible of being reconciled with the provision of general conditions of contract.

The materials, design and workmanship shall satisfy the standard CPWD specifications 1977 volumes I & II as corrected from time to time and latest IS specifications and codes of practice. For electrical works, CPWD general specifications for electrical part-I internal 1972 and part-II External 1974 as corrected from time to time shall be followed. Where the technical specifications stipulate requirements in addition to those contained in the standard Codes & Specifications those additional requirements shall be satisfied.

Whenever it is mentioned in the specifications that the contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his own cost and the Contract Price shall be deemed to have included cost of such performance and provisions so mentioned.

In case of contradiction between general conditions of Contract, Special conditions of contract, specifications, drawings, bill of quantities and rates quoted by the contractor the following shall prevail in order of precedence.

- a) Telex, telegram of intent, detailed booklet of intent along with statement of Agreed variations and its enclosures.
- b) Schedule of rate and quantities.
- c) Special conditions of contract.
- d) General conditions of contract.
- e) Drawings.

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2. INTRODUCTION

2. 1 Sant Longowal Institute of Engineering and Technology is established by Govt. of India.
2. 2 The Contractor is advised to inspect and examine the site and its surrounding thoroughly and satisfy himself before submitting the tender as to the nature of the ground and subsoil, means of access to the site, the facilities available at site etc. In general they shall themselves obtain all required information as to the risks contingency and all other circumstances which according to them may influence or affect the rates. The contractor shall be deemed to have full knowledge of the site whether the inspects is or not. The Institute shall not be liable for any claim consequent on my misunderstanding or otherwise.

SETTING OUT

2. 3 The contractor shall be responsible for true and proper setting out of the work in relation to original points, lines and levels of reference and for the correctness of the level, dimensions and alignment of all parts of the work and for the provision of all necessary instruments, appliances and labour in connection herewith. It at any time during the progress of the work any error appears or arises in the position of levels, dimension, or alignment of any part of the work the contractor at his own expense shall make good rectify such errors to the satisfaction of the Engineer-in-charge. The checking of any line or level by the Engineer-in-charge shall not in any way relieve the contractor of his responsibilities.
2. 4 The contractor shall provide all required setting out pillars and one or more permanent bench marks in some central place before the start of the work, from which all important centre lines and levels for excavation will be set. The contractor shall provide all labour and materials for setting out at his own cost.

3. SCOPE OF WORK

The scope of work covered in this tender shall be as per the specifications, drawings and the drawings enclosed to these tender documents only provide general idea about the work to be performed under the scope of contract. These drawings are preliminary and meant only for the purpose of tendering. They are by no means the final drawings or indicate the full detail of the work under the scope. Work will be finally executed according to the drawings or indicate the full detail of the work under the scope. Work will be finally executed according to the drawing released for construction purpose from time to time by the Engineer-in-charge and according to any additions/modifications made from time to time as required by the Engineer-in-charge to the specifications and also according to any other drawing(s) that would be supplied to the contractor progressively during the execution of the contract. The Institute does not take any responsibility for the changes that may be made in the scope of work envisaged at the time of tendering and as actually executed.

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4. INSTRUCTIONS FOR FILLING THE TENDER:

4.1 The following documents will complete a set of tender documents :

1. Notice inviting tender.
2. Special conditions to the contract.
3. General conditions of contract.
4. Schedule of items.
5. Tender drawings can be seen in this office.

The tender documents supplied shall be submitted back in complete shape duly filled in and signed by the authorized representative in all pages. The tender should be submitted in two sealed envelopes superscribing clearly the name of project and name of work. The full name, postal address and telegraphic address of the tenderer shall be written on the bottom left hand corner of each of the sealed envelopes.

Envelope No.I shall contain EMD and Envelop No.II the tender documents.

The tender documents submit the earnest money in the form of bank draft or receipt (in case of cash payment) in a separate sealed envelope. The earnest money shall be deposited either in cash or demand draft in favour of Sant Longowal Institute of engineering and Technology drawn on any branch of any scheduled bank payable at VPO Longowal. In case of cash payment, the receipt of such payments shall be enclosed in original.

The tenderer shall also submit the power of attorney in the name of the person who has signed the tender documents.

The tender envelope shall be addressed to :-
For kind attention of:-

The Director
Sant Longowal Institute of Engineering
and Technology,(Deemed to be University)
V.P.O. Longowal, District Sangrur (Pb).

5. Validity of Tender:-

The tender for the works shall remain open for acceptance for a period of 90 days from the date of opening of tenders. The earnest money will be forfeited in case of contractor with draws his bid during the validity period.

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6. Acceptance of Tender:-

The institute reserves to itself the authority to reject any or all the tenders received without assigning of any reason. The Institute also reserves the right to award the work in parts between two or more agencies. The quoted rates shall hold good for such an eventuality.

7. Signing of Agreement:-

Contractor shall complete all the formalities and sign the agreement within ____ days of issue of letter of intent. In case, the contractor does not sign the agreement or start the work within ____ days of the letter of intent, his earnest money is liable to be forfeited and the work order consequently will stand withdrawn.

8. Security Deposit :-

10% will be deducted from each bill of sub- contractor subject to maximum of Rs.5 Lacs. The first 1.00 Lacs shall be retained in cash and the balance will be released against bank guarantee. Retention money will be released after satisfactory completion of defect liability period.

9. Earnest Money:-

The earnest money amounting to **Rs. 65,000.00 (Rupees Sixty Five Thousand only)** in cash or demand draft in favour of SLIET drawn on any scheduled Bank payable at Longowal shall accompany the tender. Any tender not accompanied by earnest money is liable to be summarily rejected. The earnest money in any other form shall not be accepted. In case the successful tenderer does not sign the agreement within ____ days or start the work within ____ days of award of the contract, his earnest money shall be forfeited and the work order will stand withdrawn.

10. Time Schedule:-

- a) Time allowed for carrying out the works as entered in the tender shall bemonths and reckoned from the ____ day after the date on which the letter of intent is issued to the contractor.

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- b) Within 10 days of receipt of the letter of intent/telex of intent, the contractor shall submit the detailed network/bar chart showing the schedule of the work if required. The milestones for completing the job shall be clearly indicated. This network programme shall be verified by the Engineers of the Institute to ascertain whether the same tally's with the targets prescribed by the owner. While submitting the network programme the contractor shall specify the resources to be deployed. The criteria for accepting or modifying the network schedules prepared and submitted by the contractor shall be that they should tally with overall project plans, not for every single activity but between the milestones, so that overall project plan is adhered to and at the same time works of other agencies do not suffer a set back. Modifications or amendment to the network schedule submitted by the contractor made by the Engineers of the Institute to achieve above objectives shall have to be adhered to by the contractor.
- c) The contractor shall send completion report with drawings and maintenance schedule to the office of the Institute in writing within a period of 30 days after completion of the project. This adherence will be a part of contractor's performance under the contract. These reviews may be undertaken at the discretion of the Engineer-in-charge either as a periodical appraisal measure or when the quantum of work ordered on the contractor is substantially changed through deviation order or amendments. Any revision of the schedule as a result of the review will be submitted by the contractor to the Engineer-in-charge within a week who will approve it after due scrutiny. The contractor will adhere to the revised schedule thereafter. The Engineer-in-charge's approval to the revised schedule resulting in a completion date beyond the stipulated date of completion shall not automatically amount to a grant of extension of time.

Extension of time shall be considered and decided by the appropriate authority mentioned in condition of contractor and separately regulated.

Contractor is expected to mobilize and employ sufficient resources as indicated in the agreed NETWORK programme/Bar Chart to achieve the detailed schedule within the broad frame work of the accepted methods of working and safety. No additional payment will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even through the time schedule is approved by the Engineer-in Charge.

Compensation for delay

The time allowed for carrying out the work as indicated above be strictly observed by the contractor and shall be viewed to be the essence of the contract on the part of the contract. The work shall through out the stipulated period of the contract be proceed with due diligence and the contractor shall maintain progress strictly in accordance with the work schedule that has been mutually agreed upon.

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If the contractor fails to maintain the progress or to complete the work and clear the site before completion period. In case such breach pay as agreed compensation (and by way of liquidated damages and not penalty) at the rate of one half of one percent of contract value (1/2%) per every completed week of delay or part thereof. The total compensation payable by the contractor shall not exceed 5% (five percent) of the total contract value.

11. Arbitration:

All disputes, differences or questions arising out of or in connection with this agreement between the contractor and the SLIET except those disputes/differences or questions where the decision of the particular authority is stated to be final shall be referred to the sole arbitration on an Engineer of the SLIET to be appointed by Director, SLIET, whose decision shall be final and binding on both the parties. If the appointed arbitrator resigns before publishing the award, the above mentioned appointing authority shall appoint another arbitrator.

12. Law covering the contract:

The contract shall be governed by the Indian Laws in force at the time of submission of tender i.e. Arbitration Act, 1996 or the latest act.

13. TAXES AND DUTIES

18.1 The contractor shall be responsible for the payment, wherever payable, at his own cost of all taxes, import duties, tool tax, octroi, royalties etc. on all materials quoted by him in the tender in schedule of items shall be inclusive of all such taxes, import duties, tool tax, octroi, royalties etc. any increase in the etc. Any increase in the aforesaid taxes, duties, levies that may arise during the currency of the contract shall not be paid to the contractor by the Institute. This is being taken care by payment of escalation.

13.2 Sales tax on works contract;

The rates quoted by the sub-contractor shall be deemed to be inclusive all taxes, octroi, duties and royalties etc. and nothing extra shall be payable on this account.

In pursuant to constitution amendment no.46, the Punjab State Govt. has imposed, turnover tax/sales tax on whole or part of the contract, contractor's rate is deemed to be inclusive of such liabilities. The Institute will not be liable for payment of those taxes. However, in case the levy is introduced by a fresh legislation during the pendency of the contract then the tax so paid by the contractor shall be reimbursed to him on production of acceptable documentary evidence at the end of contract.

The successful tenderer will be required to get himself registered with the respective sales tax authorities. In case the sub-contractor fails to abide by this condition, the Sales Tax on works contract etc. as applicable will be recovered from the running bills.

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14. DEFECTS LIABILITY PERIOD:

The contractor shall be responsible for the rectifications of the defects in the works for a period of 3 months from the date of handing over of the works to the owner. Any defects discovered and brought to the notice of the contractor, forthwith the contractor should rectify the defects at his own cost and expense. In case the contractor fails to carry out these modification, the same may, without prejudice to any other right available be rectified by the Institute for and on behalf of the contractor and at the cost and expense of the contractor.

15. SCHEDULE OF RATES:

The schedule of rates is to be read with all the other sanctions of this under tender document. Institute reserves the right to interpolate the rates for such item of work falling between similar items of lower and higher magnitude.

All item of work in the Schedule of rates shall be carried out as per the specifications, drawings and instructions of the Engineer-in-charge and the rates shall provide for supply of required materials, consumables, skilled and unskilled labour, supervision and tools and tackles etc. as called for in the detailed specifications and conditions of the contract. No item which is not covered in this Schedule of items shall be executed by the contractor without the approval of the Engineer-in-charge. In case any extra/substituting item is carried out without specific-approval, the same will not be paid.

16. MOBILISATION OF MEN, MATERIALS AND EQUIPMENTS:

16.1 All expense towards mobilization at site and demobilization including bringing the equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in prices quoted and no separate payments on account of such expenses shall be entertained.

16.2 It shall be entirely the contractor's responsibility to provide, operate and maintain all necessary construction equipment, scaffoldings and safety gadgets, lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules.

16.3 It shall be the responsibility of the contractor to obtain the approval for any revision and/ or modification desired by the contractor from Engineer-in-charge before implementation. Also such revisions and/or modifications if accepted/approved by Engineer-in-charge shall be carried out at no extra cost of the Institute.

16.4 The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.

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16.5 All designs, drawings, bill of quantities etc. for all works shall be supplied to the contractor for all buildings, services and development works. However, it shall be the duty and responsibility of the contractor to bring to the notice of the Institute in writing as to any variation in the sub-soil or any design assumptions of any change required and obtain revised drawings and designs and/or approval of the SLIET in writing the same.

17. No unauthorized building constructions or structures should be put up by the contractor anywhere on the project site.

18. Co-ordination with other Agencies :

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action or the contractor. Proper coordination with other agencies will be contractor's responsibility. In case of any dispute the decision of the Engineer-in-charge shall be final and binding on the contractor.

19. OBSERVANCE OF LABOUR LAWS:

The contractor shall be fully responsible for observance of all labour and other laws applicable in the matter and shall indemnify and keep indemnified the labour against effect of non observance of such laws. The contractor shall be liable to make all its employees and make compliance with labour laws. If owner/SLIET is held liable as "Principal Employer" to pay contributions etc. under ESI Act or any other legislation of Govt. or court decision in respect of the employees of the contract, then the contractor would reimburse the amounts of such contributions so paid by Institute/owner.

All other provisions of labour laws given under clause 19 of the conditions of contract shall apply to the contract in to. However, the GCC clause 19 B (h) (v) will be as under :

As per latest amendments to PF Act coverage of employees/workers engaged by contractor/sub-contractor/PRWs are to be provided P.F coverage from the very first day of their employment. In compliance to this; the contractor is to submit a monthly statement or deductions/subsription deposited with the EPF/ESI Authorities. In absence of this undertaking payment to extent of 3% of the value of the bill or actual shall be withheld with SLIET and can be released only after obtaining the clearance certificates from the EPF/ESI Authorities that no dues on this account is outstanding.

20. SITE CLEARING

The contractor shall ensure that the working site is kept clean and free of obstructions for easy access to job site and also from safety point of view. Before handing over the work to the owner the contractor shall remove all temporary structures like the site office, cement godown, labour hutments etc. Scaffolding rubbish, leftover materials tools and plants, equipments etc. clean and grade the site to the entire satisfaction of the Engineer-in-charge. If this is not done the same will be got done by the Institute at his expense.

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21. SET OFF OF CONTRACTORS LIABILITIES:

The Institute shall have the right to deduct or set off the expenses incurred by it in rectifying the defects as aforesaid from any or against any amount payable to the contractor under the agreement or any other contract whatsoever.

22. MATERIALS OBTAINED FROM DISMANTLEMENT:

All materials like stone, boulders and other materials obtained in the work of dismantling excavation etc. will be considered Institute property and may be issued to the contractor by the Institute. If required for use in this work at rates approved by the Director, SLIET, Longowal.

23. EXCEPTED RISKS

The excepted risk and damages, loss or injury resulting from the following, the loss of productivity suffered on account of the excepted risks shall also be appropriately compensated by SLIET.

- a) War hostilities (whether war to be declared or not) invasion act of foreign enemies, rebellion, revolution, insurrection or unurped power and civil war.
- b) Riot commotion or disorder otherwise than among the SLIET own employees/sub contractors if any.
- c) Terrorist action or local disturbances.
- d) Atomic power risks and nuclear radiations.
- e) Floods, torpedoes, earthquake beyond the specified intensity.

24. INSURANCE OF WORK ETC.

Without limiting his obligations and responsibilities under clause – 34 hereof, the contractor shall insure in the joint name of the SLIET and the contractor against all loss or damage from whatever cause arising (other than the excepted risks) for which he is responsible under the terms of the contract and in such manner that the owner, SLIET and the contractor are covered during the period of construction of works and or also damage covered during the period of maintenance for loss of damage arising from a cause occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operation carried out by them for the purpose of complying with its obligations of maintenance clause hereof.

- a) The work and the temporary works to the full value of such works executed from time to time.

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b) The materials, constructional plant and other things brought on the site by the contractor to the full value of such materials, construction plant and other things.

Also the insurance policies for the workers and staff shall be taken.

Such Insurance shall be effected with any subsidiary of the General Insurance Company and the Contractor shall, whenever required produce to the Employer the policy or the policies of Insurance and the receipts for payment of the current premium.

24.1 THIRD PARTY INSURANCE:

Before commencing the execution of the works the contractor (but without limiting his obligations and responsibilities under clause -17 hereto) shall insure against any damage loss or injury which may occur to any property (including that of the Employer or to any person) including any employee of the employer by the arising out of the execution of the works or temporary works or in the carrying out of the contract otherwise then due to the matter referred to in this agreement herein before.

24.2 Minimum amount of third party insurance

Such insurance shall be effected with any subsidiary of the General Insurance Company and for at least the amount mutually agreed with the owner, the SLIET and the contractor whenever required produce to the employer the policy or policies of Insurance and the receipts for payments of the current premiums.

24.3 If the contractor could not effect a comprehensive insurance cover against risk which he may be required to effect under the terms of previous clauses then he shall give his attention to get the best insurance cover available and even in case of effecting a wider insurance cover than the one which the subsidiary of the General Insurance Company could offer, such an insurance ought to be done after the Employer's approval by or through the subsidiary of the General Insurance Company.

25. INDIAN STANDARDS:

Wherever any reference is made to any Indian Standards in the particulars specifications, drawings and in CPWD schedule it means the conditions with all amendments current at the date of issue of tender documents.

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26. STANDARD OF WORKMANSHIP:

To finalize the acceptable standard of workmanship and layout of fittings, fixtures, wiring etc. the Engineer-in-charge may order the contractor to complete one portion of building/room in all respects sufficiently in advance to serve as guiding samples. This shall be completed under the close supervision of the Engineer-in-charge. On approval of the samples by Engineer-in-charge, this building/room shall be treated as guiding samples and all further work shall be executed to confirm to this sample. Progress of the work of workers shall be ensured by the contractor. Workers can be assigned any other duty if needed in the interest of the Institute.

27. EMPLOYMENT OF PERSONNEL:

Appointment letters at the time of engaging labour are to be issued by the contractor to his work force. The contractor shall employ only Indian national as his representatives, servants and workmen after verifying their antecedents and loyalty. He shall ensure that no personal of doubtful antecedents and nationality is in any way, associates with the works. If for reasons of technical collaboration or other consideration, the employment of a foreign national is unavoidable, the contractor shall furnish full particular to this effect to the Accepting Officer at the time of submission of tender. As a proof that the contractor has employed only Indian National. He shall render a certificate to Engineer-in-charge in one month from the date of acceptance of the tender of this effect. In case the Engineer-in-charge, desires contractor will have the police verification of the personnel employed by him. The workers upto 60 year only can be employed.

The Engineer-in-charge shall have full power and without giving any reason to the contractor immediately cease to employ in connection with this contractor any representative, agent, servant and workmen or employees whose continued employment in his opinion is undesirable. The contractor shall not be allowed any compensation on this account.

28. ADMISSION TO SITE:

The entire work lies in the unrestricted areas. The security of contractor's workers, materials and works is completely the responsibility of the contractor.

29. Allotment of land for Labours Huts/Site Office and Store accommodation:

The contractor shall be permitted to store his materials including erection of temporary storage accommodation at area of land as may be decided by the Engineer-in-charge. The contractor shall also be allotted limited land for labour camps/huts, which shall be constructed at his own cost.

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The contractor shall contact the Engineer-in-charge before submitting his tender to ascertain the extent of land which may be allotted to them for the above purpose during the construction period. The contractor shall ensure that the area of labour huts is kept clean and health, sanitary conditions/maintained (as laid down in the General Conditions of contract of the local authorities land allotted for the purpose of temporary office, stores and labour hutments in the event the contractor has to shift his labour campus at any time during execution of the work on the instructions of local authorities/ Engineer-in-charge, he shall comply with such instructions and no claim whatsoever shall be entertained.

30. WATCHING & LIGHTING:

The contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, lights, watchmen etc. during progress of work as directed by the Engineer-in-charge.

31. COOPERARATION WITH OTHER AGENCIES:

The contractor shall permit free access the generally offer reasonable facilities to the other agencies or department works engaged by the Institute to carry out other work in any under separate arrangement. The contractor's price shall be deemed to cater for all the above contingencies and nothing extra shall be admissible.

32. EXTENSION FOR DELAY BY ENGINEER-IN-CHARGE

In the event of delay by the Engineer-in-charge to hand over to the contractor possession of land/lands necessary for the execution of the work or to give the necessary notice to the contractor to commence work or to provide the necessary drawing or instruction or to do any act or things which has effect of delaying the execution of the work then notwithstanding anything contained in the contract such failure or delay shall in no way affect or vitiate the contract or alter the character there of or entitles the contractors to any damages or compensation there of but in all such cases, the Engineer-in-charge may grant such extension or extensions of completion date as may be deemed fair shall be final and binding.

33. CARE OF WORKS:

From the commencement to the completion of the works the contractor shall take full responsibility for the care thereof and of all temporary works and in case any damage loss or injure shall happen or to any part thereof to any temporary works due to lack or precaution/negligence on part of contractor, the same shall be made good at his own cost.

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34. DAMAGE TO PERSONS AND PROPERTY:

Any damage to the property of Institute shall be the responsibility of contractor. Recovery will be made after assessment of the loss from the bills or by other means. Medical facility is to be provided to the workers by the contractor. Any injury / accident / death of workers at work place shall be the responsibility of contractor. The contractor shall indemnify and keep indemnified the SLIET against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequences of the construction and maintenance of the works by them and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereof.

35. ALTERATION IN SCOPE OF WORK:

It at anytime after acceptance of the tender, SLIET shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole of any part of the works to be carried out, SLIET shall give 30 days notice in writing to that effect to the contractor and the contractor shall have no claim to any payment to compensation or otherwise whatsoever on account of any profit or advance which he might have derived from the execution of the works in full but which did not derive in consequence of the foreclosure of the whole or part of the work.

36. INTERIM PAYMENT:

The payments shall be made monthly through RA bills and one interim advance against work done may be paid in 15 days which shall be adjusted in subsequent RA Bills.

37. MOBILISATION ADVANCE :

- a) No mobilization advance will be paid separately.
- b) **CONDITIONAL TENDER:**

Tender must be unconditional only based upon provisions of the NIT. Any conditional tender if received is liable to be rejected.

38. INCOME TAX:

Income tax deductions shall be made from all payments made to the contractor as per rules and regulations in force in accordance with the income tax act prevailing from time to time.

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39. COORDINATION WITH CIVIL CONTRACTORS:

The contractor who shall be entrusted with the electrical works is expected to have proper and full co-ordination with the civil contractor, entrusted with the same building for civil works so as to have proper coordination so that the civil and electrical works can progress smoothly.

40. LIQUIDATED DAMAGE:

In case contractor fails to complete the work within the contract period/extended period liquidated damages @ $\frac{1}{2}$ % per week of the cost of the total cost of the contract subject to a maximum of 5% of the contract value will be levied on the contractor.

41. METHOD OF MEASUREMENT:

CPWD method of measurement will be followed. If the same is not available for any particular item, then measurement shall be as per relevant ISI codes or as per tender.

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SANT LONGOWAL INSTITUTE OF ENGINEERING AND TECHNOLOGY

State.....

Zone/Unit.....

Item rate tender & contract for works.

GENERAL RULE AND DIRECTION:

1. All works proposed for execution on contract will be notified in a form of Invitation of tender pasted in public places and signed by Engineer-in-charge.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest to be deposited with the tender and the amount or the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from the bills. Copies of the specifications, designs and drawings. For and any other documents required in connection with the work signed for the purpose of identification by Engineer-in-charge shall also be open for inspection by the contractor at Estate Office during office hours.

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

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

4. Any person who submits a tender shall fill up the usual printed form, stating at what rate they willing to undertake for each item of the work. Tender which propose any alteration in the work specified in the said from the invitation to tender, or in the time allowed for carrying out the work or which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

4 A. The rate(s) and or amount (s) must be quoted in decimal coinage.

5. The Engineer-in-charge or his duly authorised assistant, will

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Open tenders in the presence of any intending contractors who may be present at the time and will enter the amount of several tenders in a comparative statement in a suitable form. In the event of a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for purpose of identifications sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money submitted with such unaccepted tender shall thereupon be returned to the contractor remitting the same.

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

7. The receipt of any accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the officer incharge and the contractor shall be responsible for seeing that he procures signatures of Engineer-in-charge or a duly authorised person.

8. The memorandum of work tendered for and the schedule of materials to be supplied by the Institute and their issue rates, shall be filled in and completed in the office of the Engineer-in-charge before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before the completes and delivers his tender.

9. The tenderers shall sign a declaration under the official secret act for maintaining secrecy of the tender documents, drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.

DECLARATION

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

Item rate tender for works

I/we hereby tender for the execution for the Director-SLIET of the work specified in the under written memorandum within time specified in such memorandum at the rates specified therein and accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1 hereof and in clause 11 of the conditions of contract, and with such material are provided for, by and in all respects in accordance with, such conditions so as applicable.

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Memorandum

- a) General description
- b) Estimated cost, building work, sanitary Rs.....
 installation, water supply and drainage, Rs.....
 demolition of existing structures Rs.....
- c) Earnest Money Rs.....
- d) Security deposit Rs.....

The security deposit will be collective by deductions from running bills of the contractor at the rates mentioned above and the earnest money, if deposited in cash at the time of tender, will be treated as part of security deposit. The security deposit will also be accepted in cash or in the form of government securities and fixed deposit receipt and guarantee bonds of scheduled banks and State bank of India.

- e) Time allowed for the work from theday after the date written order to commence.....months.

Should this tender be accepted, in whole or in part, I/we hereby agree, to abide by the fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable an/or in default thereof to forfeit and pay to the Director of the Institute or his successors in office, the sum of money mentioned in the said conditions. A sum of Rs..... is hereby forwarded in the form of our demand draft as EMD.

I/we fail to commence the work specified in the above Memorandum. I/we agree that the said Director or his successors in office shall without prejudice to any other right or remedy, be at the liberty to forfeit the said earnest money absolutely, otherwise the said earnest money shall be retained by him towards security deposit mentioned against clause (d) of the above mentioned memorandum (ii) to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to

therein and to carry out such, deviations as may be ordered upon a maximum of 50% (Fifty percent) thereafter referred to as the deviation limit of tendered amount at the rates quoted in the tender documents and those in excess of that limit at the rates to be determined in accordance with the provisions contained in Clause 2-A of the tender form.

Datedday of19

Signature

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Witness

Address

Occupation

The above tender is hereby accepted by me on behalf of the Director, SLIET.

Datedday of19 Signature.....

.....

* Signature of contractor before submission of tender

* Signature of witness to contractor's
Signature

** Signature of the
Office by whom
accepted

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GENERAL CONDITIONS OF CONTRACT

Clause-1

Definitions

1. The contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the SLIET and the contractor, together with the documents referred to therein including the conditions, the specifications, designs, drawings and instructions, issued from time to time by the Engineer-in-charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

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

a) The expression works or work shall unless there is 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.

b) The site shall mean the land and /or other places on, into or 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.

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

d) The Institute means SLIET and its successors.

e) The Engineer-in-charge or any other authorized representative who shall supervise and be in charge of the work and or who shall sign the contract on behalf of the Institute.

f) The term Institute/SLIET means Sant Longowal Institute of Engineering and Technology.

g) Unit Incharge means Engineering incharge.

i) Employer means Director, SLIET

words importing the singular number include the plural number and vice versa.

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Clause 2. The time allotted for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be deemed to be of the contract on the part of the contractor and shall be reckoned from the _____ day after the contract on the which the order to commence the work is issued to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Engineer-in-charge (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work, the contractor shall be bound in all cases in which the time allowed for any work exceeds, one month (save for special job) to completed one eights of the whole of work before one half of such time has elapsed, and three fourths, of the work before three-fourths of such time has elapsed. However, for special jobs if a time schedule has been submitted by the contractor and the same has been accepted by the Engineer-in-charge, the contractor shall comply with the said time schedule. In the event of the contractor failing to comply with this conditions, he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Engineer-in-charge (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed the percentage on the estimated cost of work as shown in the tender.

3. The Engineer-in-charge may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breaches of the contract any without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine to 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 any inefficient to otherwise improper or unworkman like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter in the contractor shall delay or suspend the execution of the work so that either in the judgement 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 or he has already failed to complete the work by the date.

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

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iii) If the contractor commits breach of any of the terms and conditions of this contract.

iv) If the contractor commits any acts mentioned in clause 21 hereof 21.

when the contractor has made himself liable for action under any of the cases aforesaid the Engineer-in-charge on behalf of the Director, SLIET shall have powers:

a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence). Upon such determination or rescission the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of Institute.

b) To employ labour and supply materials to carry out the works or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if had been carried out by the contractor under the terms of his contract. The certificate of Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor provided also that if the expenses incurred by the Institute are less than the amount payable to the contractor are less than the amount payable to the contractor at his agreement rates the difference should not be paid to the contractor.

c) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hand to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which excess the certificate in writing to the Engineer-in-charge shall be final and conclusive shall be borne and paid by the original contract and may be deducted from any money due to him by Institute under this contract or on any other account whatsoever or from his security deposit or the proceeds of sales there of or a sufficient part thereof as the case may be.

In the event of any one or more of the above courses being adopted by the Engineer-in-charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials or entered into any engagements or made any advances on account or with a view to

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The execution of the work of the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work three-to-four-or actually, performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause 4. If 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 shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding the exercisable in the event of any further case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of Engineer-in-charge putting in force all or any of the powers vested in him under the proceeding 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) 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 produced by the contractor and intended to be used for the contract rates, or, in the case if these not being applicable, at current market rates to be certified by the Engineer-in-charge, whose certificate there of shall be final, otherwise the Engineer-in-charge, by notice in writing may order the contractor, or his clerk of the works, foreman or other authorised agent to remove such tools, plant, materials or stores, from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with any such requisition Engineer-in-charge may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Engineer-in-charge as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause 5. If the contractor shall desire an extension of time for completion of the work on grounds of his having been unavoidably hindered in the execution or on any other ground, he shall apply in writing as per performa attached to Engineer-in-charge within 30 days of the date of hindrance on account of which he desires such extension as aforesaid, and the Engineer-in-charge shall , if in his opinion (which shall be final) reasonable grounds be shown therefore, authorise such extension of time if any, he may in his opinion be necessary or proper.

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Clause 6. Within ten days of the completion of the work, the contractor shall give notice such completion to the Engineer-in-charge and within ten days of the receipt of such notice the Engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a certificate of completion otherwise a provisional certificate of completion indicating defect (s) to be rectified by the contractor and or (b) for which payment shall be made at reduced rates, shall be issued but no certificate of completion, provisional or otherwise, shall be issued, nor shall the work be considered to be complete until the contractor shall have remove 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 work as shall have been erected or constructed by the contractor (s) and cleaned off the dirt from the wood work, door, windows, walls, floors or the other parts of any building, inupon or about which the work is to be executed of, which he may have been measured by the Engineer-in-charge. If contractor shall fail to comply with requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning of dirt on or before the date fixed for completion of the work, the Engineer-in-charge may at the expenses of the contractor remove such scaffolding and surplus materials etc. and dispose of the same as he thinks fit and clean off such dirt aforesaid and the contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Clause 7. No payment shall be made for work estimated to cost Rupees five thousand or less till after the whole of the work shall have been completed and certificate of completion given. But in, the case of a work estimated to cost more than Rupees five thousand, the contractor shall on submitting the bill be entitled to receive a monthly payment proportionate to the part thereof then executed to the satisfaction of the Engineer-in-charge whose certificate of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payment by way of advance against the final payment only not as payments for works actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be constructed as an admission of the due performance of the contract of any part thereof in any respect or the accruing and claim not shall it conclude, determine, or affect in any way of powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of the certificate of completion furnished by the Engineer-in-charge and payment shall be made within three months if the amount of the contractor plus that of the additional item is upto Rs.2 lakhs and in 6 months if the same exceeds Rs.2 lakhs of the submission of such bill.

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If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said parties of three months or six months as the case may be. The contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do this, his claim shall be deemed to have been fully waived and absolutely extinguished.

Clause 7 A. Whenever there is likely to be delay in recording detailed measurements for making a running payment in the case of residential buildings, advance payments without detailed measurement for works done (other than foundation and finishing items) upto a) Lintel level (including sunshade etc.) and b) Slab level, for each floor worked out at 75 percent of the tendered rates may be made in running account bills by the Engineer-in-charge in his discretion on the basis of a certificate from the unit incharge to the effect that the work has been completed upto level in question.

The advance payments so allowed shall be adjusted in the subsequent running bills by taking detailed measurements thereof. Final payments shall be made only on the basis of detailed measurements.

Clause 8. A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed the previous months, and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted far as possible, before the expiry of fifteen days from the presentation of the bills. If the contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-charge may depute within seven days of the date fixed as aforesaid, a subordinate to measure up the said work in the presence of the contractor whose counter signature of the measurement list will be sufficient warrange and the Engineer-in-charge may prepare a bill from such list.

Clause 8 A. Before taking any measurement of any works as has been referred into clause 6,7 and 8 thereof Engineer-in-charge or a subordinate by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge then in any such event the measurement taken by the Engineer-in-charge or by the subordinate deputed by him as the case may be, shall no right to dispute the same.

Clause 9. The contractor shall submit all bills on the printed form to be had on application at the office or the Engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of an extra work ordered in pursuance of these conditions and no mentions or provided for in the tenderer at the rates herein after provided for such work.

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Clause 9 A. Payments due to the contractor may, if so desired by him, be made to his bank instead of direct to him, provided that the contractor furnishes to the Engineer-in-charge (a) an authorisation in the form of the legally valid documents such as a power of attorney conferring authority on the bank to receive payments and (2) his own acceptance of the correctness of the account made out as being due to him by Institute or his signature on the bill or other claim preferred against Institute before settlements by the Engineer-in-charge of the account of claim by payment of the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment the contractor should wherever possible, present his bills receipted and discharged through his banker. Noting herein contained shall operate to create in favour of the bank any rights or equities vis-a-vis the Institute.

Clause 10. Stores supplied by Institute- If specification of schedule of items provides for the use of any special description of material to be supplied from Engineer-in-charge stores if it is required that the contractor shall use certain stores to be provided by Engineer-in-charge as shown in schedule of materials here to annexed the contractor shall be bound to procure and shall be supplied at the rates specified in the said schedule of materials may be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract, or otherwise or against or from the security deposit, or the proceeds of sale thereof if the same is held in government securities the sums or a sufficient portion thereof being in the case sold for the purpose. Notwithstanding anything to the contrary to contained in any other clause of the contract and all store/materials so supplied to the contractor or procured with the assistance of the Institute shall remain the absolute property of Institute and the contractor shall be the trustee of the store/ materials so supplied /procured and the said stores/materials shall not be removed/disposed of from the site of work on any account and shall be at all times open to inspection by the Engineer-in-charge. Any such stores/materials remaining unused shall place directed by him if by a notice he shall so 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 by 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 credited such price as the Engineer-in-charge shall determine having due regard to the condition of the store/materials. The price allowed to the contractor, however, shall not exceed the amount charged to him, excluding the storages charges if any.

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The decision of the Engineer-in-charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licenses or permit and / or criminal breach of trust, be liable to Institute for all advantages or profits, resulting or which is 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 damage 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 Institute within the schedule time of completion of the work plus 50% thereof (Schedule time plus 6 months) if the time of completion of the work exceeds 12 months but if a part only of the materials 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.

Clause 10 A. 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 default the Engineer-in-charge shall be at liberty to employ other person 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 there from and in case of default the Engineer-in-charge may cause the same to be supplied and all such costs which may attend such removal and substitution are to be borne by the contractor.

Clause 10 B. Contractor on signing an indenture in the form to be specified by the Engineer-in-charge shall be entitled to be paid during the progress of the execution of the work upto 75 percent of the estimated value of any materials which are in the opinion of the Engineer-in-charge non-perishable and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and /or protected against damage by weather or other cause but which have not at the time of advance been incorporated in the works. When the materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be deducted from the next payment made under any of the clause or clauses of this contract.

Clause 10 C. If during the progress of the works, the price of any materials incorporated in the works (not being a materials supplied from the Engineer-in-charge's stores in accordance with clause 10 hereof) and or wages of labour increases as a direct result of the coming into force by any fresh law, or statutory rule or order (but not due any charges in sales tax) and such increase exceeds ten percent of the price and /or wages prevailing at the time of receipt of the tender for the work, and the contractor there upon necessarily and properly pays in respect of that material (incorporated in the works) such increased price and /or in respect of labour engaged on the execution of the work at such increased

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wages, then the amount of the contract shall accordingly be varied, provided always that any increase so payable is not in the opinion of the Engineer-in-charge (whose decision shall be final and binding) attributable to delay in the execution of the contract within the control of the contractor.

Provided, however, no reimbursement shall be made if the increase is not more than 10% of the said prices/wages, and if so, the reimbursement shall be made only on the excess over 10% and provided further that any /such increase shall not be payable if such increase has become operative after the contract or extended date of completion of the work in question.

If during the progress of the works, the price of any material incorporated in the works (not being a material and supplied from the Engineer-in-charge's stores in the accordance with clause 10 hereof) and/or wages of labour is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any charges in sale tax) and such the decrease exceeds ten percent of the prices and or wages prevailing at the time of respect of the tender of the work. Institute shall in respect of materials incorporated in the works (not being materials supplied from the Engineer-in-charge's stores in accordance with clause 10 hereof) and /or labour engaged on the execution of the work after the date of coming into force of such law, statutory rules or order be entitled to deduct from the dues of the contractor such amount as shall be equivalent of the difference between the prices of materials and or wages as prevailed at the time of receipt of tender for work minus ten percent thereof and the prices of materials and/or wages, of labour on the coming into force of such law/statutory rule of order.

The contractor shall for the purpose of the conditions, keep such books of account and other document as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by duly authorised representative of Institute, and further shall at the request of the Engineer-in-charge furnish, verified in such a manner as the Engineer-in-charge may repair any documents so kept the such other information as the Engineer-in-charge may require. The contractor shall begin a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition to gather with all informations relating thereof which he may be in a position to supply.

Clause 10 D. The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc. as Institute's property and such materials shall be disposed of to the best advantage of Institute according to the instructions in writing issued by the Engineer-in-charge.

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Clause 10 E. The recovery rate of cement is inclusive of cost of jute/paper or polythine bags.

Note:- the contractor should send registered intimation to the bag collecting agents of the cement factories for collecting bags fail to turn up with in the stipulated period, the contractor shall be at liberty to dispose of the bags.

In case empty cement bags are required by Institute for bonafide use in work, the Engineer-in-charge of the work shall have power to collect the bags himself and the contractor shall have to return the desired number of empty jute bags in serviceable condition to him or the same conditions as for bag collecting agents.

Clause 11. The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specification. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instruction in writing in respect of the work assigned by the Engineer-in-charge and the contractor shall be furnished free of charge one copy of specifications and of all such designs, drawings and instructions as are not included in the Central Public works department Compilation entitled “Specifications” for the works at Delhi 1977 Vol.1 C.S.I. to.....andVol. II with C.S.I. to or any other printed publications on General Specifications referred to elsewhere in the contract.

Clause 12. The Engineer-in-charge shall have power to make any alterations in omission form additions to or substitutions for, the original specifications, drawings, designs and instructions that may appear to him to be necessary during the progress of the work and the contractor shall carryout the work in accordance with any instructions which may be given to him in writing and signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and altered, additional or substituted work which the contractor may be direct to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects of which he agreed to the main work. The time for the completion of the work shall be extended in the proportion that the altered , additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion that the altered, additional or substituted work bears to the original contract work conclusive as to such proportion. Over and above this a further period to the extent of 25% of such extension shall be allowed to the contractor. The rates for such additional, altered of substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.

i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.

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ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of work as are specified in the contract for the work.

iii) If the altered, additional or substituted work includes any work for which no rate is specified in the contract for the work and which cannot be derived from the similar class of work in the contract then such work shall be carried out at the rates entered in CPWD, Delhi Schedule of Rates 2007 for Civil work, DSR 2007 Part-1 for Electrical Works (internal) with correction slips upto date minus/plus percentage which the total tendered amount of schedule item bear to the estimated cost of schedule item worked on the basis of DSR 2007 for Civil Work DSR 2007 Part 1 for electrical works (internal).

iv) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (i) to (iii) above then the contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer-in-charge shall determined the rates or rates on the basis of prevailing market rates and pay the contractor accordingly.

However, the Engineer-in-charge, by notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.

v) Deviation limit shall be + - 25 % of whole contract value and individual item may vary + -50% but all variation + - of individual item should not exceed the overall deviation limit of + - 25%

Clause 13. If at any time after the commencement of the work the Institute shall for any reason whatsoever not require the whole or part thereof and specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit and advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall be have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated.

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Provided that the contractor shall be paid the charges on the charges only materials actually as bonafide brought to the site of the work by contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the contractor, provided however, the Engineer-in-charge shall have in all such cases the option of taking over all or any such materials as their purchase price or at local current rates whichever may be less. In the case of such stores having been issued from Institute stores and returned by the contractor to Institute stores, credit shall be given to him by the Engineer-in-charge at rates not exceeding those at which were originally issued to him after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and this respect the decision of the Engineer-in-charge shall be final.

Clause 14. If it shall appear to the Engineer-in-charge or his subordinate incharge of the work or to the Chief Technical Examiner that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing which shall be made within six months of the completion of the work from the Engineer-in-charge specifying the work materials or articles complained of notwithstanding that the same may have been passed, certified and paid 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 removed the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the estimated amount put to tender for every day not exceeding ten days while his failure to do so shall re-execute in work or remove and replace with the others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

Clause 15. All work under or in the course of execution or executed in pursuance of the contract shall at all times be opened for inspection and supervision of the Engineer-in-charge and his authorised subordinates, and the contract shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his authorised subordinate to visit the works shall have given to the contractor either himself be present to receive order 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 they had been given to the contractor himself. The work during its progress can also be inspected by chief technical examiner on behalf of the Engineer-in-charge.

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Clause 16. The contractor shall give not less than seven days notice in writing to the Engineer-in-charge or his authorised subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his authorised subordinate in charge of the work shall, within the aforesaid period of seven days inspect the work if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or the Engineer-in-charge's consent being obtained 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.

Clause 17. If the contractor or his working people or servants shall break, defect, injure or destroy any part of building in which they may be working, on any building, road, curb, fence, enclosure water pipe, cables, drains electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect shrinkage or other faults appears in the work within six months (3 months in the case of any work other than work costing Rs.40,000 and below) after a certificate final or otherwise of its completion shall been given by the Engineer-in-charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon a receipt of a notice in writing on the behalf make the same good at his own expense or in default the Engineer-in-charge may cause the same to made good by other workmen and deduct the expense from any sums that may be then or at any time thereafter may become due to the contractor, or from security deposit, except for the portion pertaining to asphaltic work which is governed by sub – para (iii) of clause 35 or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor except the portion pertaining to asphaltic work which is governed by sub-para (iii) of clause 35 shall not be refunded before the expiry of six months (three months in the case of any work other then road work costing Rs.40,000) and below after the issue of certificate final or otherwise of completion of work or till the final bill has been prepared and passed whichever is later.

Provided that in case of road work if in the opinion of the Engineer-in-charge, half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract half of the security deposit will be refundable after three moths and the remaining half after six months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

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Clause 18. The contractor shall provide at his own cost all materials (except such special materials, if any as may be in accordance with the contractor be supplied from the Engineer-in-charge's stores) plants, tools, appliances, implements, ladders, cordage, tackles, scaffolding and temporary works requisites or proper 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 referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in-charge as to any matter as to 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 weighting and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expense may be deducted, from any money due to the contractor, under the contract and or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

Clause 18 A. In every case in which by virtue of the provisions of Section 12, sub-section (i) of the workmen's compensation act,1923, Institute is to obliged to pay compensation to a workman employed by the contractor in execution of the works, Institute will recover from the contractor the amount of the compensations so paid and without pre-judice to the rights of the Institute under section 12, sub-section (ii) of the said act, Institute shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sub due by Institute to the contractor whether under this contract or otherwise, Institute shall not be bound to contract any claim made against it under section 12, sub-section (i) of the said Act, except on the written requests of the contractor and upon his giving to Institute full security for all costs for which Institute might become liable in consequence of contesting such claim.

Clause 18 B. In every case in which by virtue of the provisions of the contract labour (regulation and abolition) Act,1970 and the contract labour (regulation and abolition) Central Rules,1971, Institute is obliged to pay any amounts of wages to a workman employed by the contractor in executing 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 rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Institute. Institute 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 Institute under section 20, sub-section (2) and section 21, sub-section (4) of the contract labour (Regulation and Abolition) Act,1970, Institute shall be at liberty to recover such amount of any part thereof by deducting if from the security deposit or from any sum due by Institute to the contractor whether under this agreement or otherwise, Institute shall not be bound to contst any claim made against it under section 20,sub section (1) and section 21, sub-section (4) of the said act, except on the written request of the contractor and upon his giving to the Institute might become liable in contesting such claim.

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Clause 19. The contractor shall obtain a valid license under the contract labour (R&A) Act,1970 and the contract labour (Regulation and Abolition) Central Rules,1971 before the commencement of the work and continue to have a valid license until the completion of the work.

Clause 19 A. No labour below the age of eighteen years shall be employed on the work.

Clause 19 B. Payment of wages.

a) The contractor shall pay to the labour employed by him either directly or through sub contractors wages not less than fair wages as defined in the contractors Labour Regulation or as per the provisions of the contract labour (Regulation and Abolition) act,1970 and the contractor labour (Regulation and Abolition) central rules,1971 wherever applicable.

b) 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.

c) In respect of all labour directly or indirectly in the works for performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with the contractor's labour regulation made by government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deduction 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) Rules,1971, wherever applicable.

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

e) The contractor shall comply with the provisions of the payment of wages act,1938, minimum wages act,1948 Employee's liability act,1938 workmen's compensation act,1923 industrial disputes act,1947, Maternity benefit act,1961, and the contractor's labour (Regulation and Abolition) Act,1970 or the modifications their of any other laws relating their to the rules made there under from time to time.

f) The contractor shall indemnify Institute against payments to be made for the observance of the laws aforesaid and the contractor's labour regulation without pre-judice to his right to claim indemnity from his sub-contractor.

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

h) For deposit of EPF contractor's are to obtain EPE code no. from EPF authorities and are to submit the following records quarterly to the inspecting officers of SLIET and inspecting officers from EPF authorities as and when required.

- i) Attendance register.
- ii) Membership eligibility register.
- iii) Cash book and vouchers.
- iv) Any other document necessary for ascertaining the above attendance / payments etc.

v) Certificate from contractor to the effect that no workers were engaged continuously for more than two months. In case contractor is not producing the evidence in support of deposit of EPF of workers 10% of labour components will be deducted from the bill and will be deposited to EPF authorities. The amount so deposited shall not be refunded by SLIET in any of the case.

Clause 19 C. In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his own expenses arrange for the safety provisions as per CPWD 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 liable to pay penalty of Rs.50/- for each defaulter and in addition the Engineer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in that benefit from the contractor.

Clause 19 D. The contractor shall submit by the 4th and 19th of every month to the Engineer-in-charge is true statement showing in respect of the second half 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 causes by them and
- 5) The number of female workers who have been allowed maternity benefit according to clause 19 F the amount paid to them.

Failing which the contractor shall be liable to pay to Institute a sum not exceeding Rs.50/- for each default a 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.

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Clause 19 E. In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for worker employed by SLIET and its contractors.

Clause 19 F. Leave and pay during leave shall be regulated as follows :

1 Leave

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

2 Pay

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

3. Conditions for the grant of Maternity leave

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

4. The contractor shall maintain a register of maternity benefit in the prescribed from as shown below and the same shall be kept at the place of work.

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Register of Maternity Benefits
(Clause 19 F of the conditions of Contract)

Name and address of the contract.....

Name and location of the work.....

.....
.....

Name of Employee	Father's/Husbands Name	Nature of Employment	Period of actual appointment	Date on which notice of confinement given
------------------	------------------------	----------------------	------------------------------	---

1	2	3	4	5
---	---	---	---	---

Date on which maternity leave commenced and ended

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

LEAVE PAY PAID TO THE EMPLOYEE

In case of delivery		In case of miscarriage		
---------------------	--	------------------------	--	--

Rate of leave pay	Amount	Rate of leave pay	Amount	Remarks
11	12	13	14	15

Specimen form of the register, regarding maternity benefit as admissible to the contractor's about.

Name of work.....Name of Contractor.....

1. Name of the woman and her Husband's name.
2. Designation

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3. Date of appointment
4. Date with months and years in which she is employed.
5. Date of discharge/dismissed, if any
6. Date of production of certificates in respect of pregnancy
7. Date on which the woman informs about the expected delivery
8. Date of delivery/miscarriage/death
9. Date of production of certificate in respect of delivery/miscarriage.
10. Date with 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 dated of payment.
14. Signature of the contactor authenticating entries in the register.
15. Remarks column for the use of Inspecting Officer.

Clause 19 D. In the event of the contractor (s) committing a default or breach of any of the provision of the contractor's Labour Regulation 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 falling any statement under the provision of the above regulation and rules which is materially incorrect, he/they shall without prejudice to any other liability pay to the Institute a sum not exceeding Rs.50 for every default breach or furnishing, marking, submitting, filling, such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect the penalty may be enhanced to Rs.50 per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-charge shall be final and binding on the parties.

Should it appear to the Engineer-in-charge that the contractor (s)

is / are not properly observing and complying with the provisions of the contractor's Regulation and Model Rules and the provision of the contract labour (Regulation and Abolition) Act,1970 and the contractor labour (R&A) Central Rules,1971 for the protection of health and sanitary arrangements for work people employed by the contractor (s) hereinafter referred as the said rules the Engineer-in-charge shall have power to give notice in writing to the contractor's requiring that the said Rule be complied with and the amenities prescribed therein be provided to the work people within a reasonable time to be specified in the notice. If the contractor (s) shall fail within the

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period specified in the notice to comply with and/observe the said rules and to provide the amenities to the work-people as aforesaid the Engineer-in-charge shall have the power to provide the amenities herein before mentioned at the cost of contractor (s). The contractor (s) shall erect, make and maintain at his/their own expense and to approve standards all necessary huts and sanitary arrangement required for his/their work people on the site in connection with the execution of the works, and it the same have power to give notice in writing to the contractor (s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approve standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangement according to approved standard within the period specified in the notice, the Engineer-in-charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor (s).

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

1 (a) The minimum height of each hut at the eaves level be 2.10m (7ft) and the floor are to be provided will be at the rate 2.7sq.m (30 sq.ft) for each member of the work's family staying in the labourer.

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

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

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

2 (a) All the huts shall have wall un-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by Engineer-in-charge.

In case of sum dried bricks the wall should be plastered with mud gobi on both sides. The floor may be katcha and plastered with mud gobi and shall be atleast 15 cm (6") above the surrounding ground. The roofs shall be laid with thatched or any other materials as may be approved by the Engineer-in-charge and the contractor (s) shall ensure that through out the period of their occupation the roofs remain watertight.

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

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

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d) There shall be kept open space of atleast 7.2m (24 ft.) between the rows of hut which may be reduced to 6m (20ft.) according to the availability of site with the approval of the Engineer-in-charge, back to back construction will be allowed.

3. Water supply – The contractor (s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than 2 gallons of pure and whole-some water per head per day for water per heard per day for bathing and washing purposes. Where piped water supply is available supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry shall be provided. The contractor (s) shall also at his /their own cost make arrangements for laying pipelines for water supply to his /their labour camp from existing main wherever available, and shall pay all fees and charges therefore.

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

5. Disposal of Excreta- the contractor (s) shall make necessary arrangement for the disposal of Excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the local Health Authorities. If trenching or incineration is not allowed the contractor (s) shall make arrangements for the removals of the excreta through the Municipal Committee/authority and informed it about the number of laboureres employed so that arrangements may be made by such committee/authority for the removal of the excreta. All charge on this account shall be borne by the contractor and shall provide one sweeper of every 8 seats in case of dry system.

6. Drainage- The contractor (s) shall provide efficient arrangement for draining away sullage water so as to keep the camp neat and tidy.

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

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

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

Clause 19 J. It shall be the responsibility of the contractor to see that the building under construction is not occupied by any body unauthorisedly during construction, and is handed over to the Engineer-in-charge vacant possession of complete building. If such building through completed is occupied illegally, then the Engineer-in-charge will have the option to refuse to accept the said building/buildings in the position, and delay in acceptance on this account will be treated as delay in completion and for such delay levy upto 5% of the estimate cost put to tender may be imposed.

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

Clause 20. The contractor shall comply with all the provisions of the Minimum wages act,1948 contract labour (regulation and Abolition) Act,1970, and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

Clause 21. The contract shall not be assigned or sublet without written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt so to do or if any bribe, gratuity, gift, loan, perquisite, reward of 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 officer or person in the employ of Institute 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 Institute shall have power to adopt any of the courses specified in clause 3 as he may deem best suited to the interest of Institute and in the event of any of these courses being adopted the consequences specified in the said Clause 3 shall ensure.

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

Clause 23. Where the contractor is partnership firm the previous approval in writing of the Engineer-in-charge shall be obtained before any change is made in the constitution of such 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 right to carry out the work hereby, undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of clause 21 hereof and the same action may be taken, and the same consequences shall ensure as provided in the said clause 21.

Clause 24. All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Clause 25. Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications designs, drawings and instructions herein before mentioned and as to the quality or workmanship or materials under on the work or as to any other questions, claim right matter or thing whatsoever in any way arising out of

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relating to the contract, designs, drawings, specification, estimates, instructions order of these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Director of the Institute. It will be no objection to any such appointment that the arbitrator so appointed is an Institute servant, that he had to deal with the matters to which the contract relates and that in the course of his duties as Institute servant, he had expressed views on all or any of the matters in dispute or difference. The arbitration to whom the matter is originally refereed being transferred or vacating his office or being unable to act for any reason, Director as aforesaid at the time of such transfer, vacation office or inability to act shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Director of the Institute, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not be referred to arbitration at all. In all cases where the total amount all of the claims in dispute is Rs.50,000 (Rupee Fifty thousand) and above, the arbitrator shall give reasons for the award. Subject as aforesaid modification or reenactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also term of the contract that if the contractor (s) do/does not make demands for arbitration in respect of any claim (s) in writing within 90 days of receiving the intimation from the Institute that the bills are ready for payment the claim of the contractor (s) will be deemed to have been waived and absolutely beared and the Institute shall be discharged and releases of all liabilities under the contract in respect of these claims.

The arbitrator (s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The decision of Director, SLIET regarding the quantum of reduction as well as justification tender of in respect of rates for substandard work which may be decided to the accepted will be final and would not be opened to arbitration.

Clause 26. The contractor shall full indemnify the Institute against any action, claim or proceeding relating to infringement to 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 claim made under or action brought against Institute in respect of any such matters notified thereof and the contractor shall be at liberty, at his own expense, to settle and dispute or to conduct any litigation that may arise there from provided that the contractor shall not be liable to indemnify the Institute if the infringement of the patent or design right is the direct result of an order passed by Engineer-in-charge in this behalf.

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Clause 27. 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 a payment in respect of the items of works 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 may at his discretion Engineer-in-charge pay by lump sum amount entered in the estimate and the certificate of the 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. In the case of any class of work for which there is no such specification as is mentioned in Rule 1, such work shall be carried out in accordance with the district specifications and in the event of there being no in between the district specification then in such case the work shall be carried out in all respect in accordance with the instructions and requirement of the Engineer-in-charge.

Clause 29. (1) Withhold and Lien in respect of sums claimed whether any claim or claims for payment or a sum of money arises out of or under the contract against the contractor, the

Engineer-in-charge of the Institute shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part for the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-charge of the Institute shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have lien over the same pending finalization or adjudication as the case may be and also have lien over the same pending finalization or adjudication of the such claim. In the event of the security been insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-charge of the Institute shall be entitled to withhold and have lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same or any other contract, with the Engineer-in-charge or the Institute or any contracting person through the Engineer-in-charge pending, finalization or adjudication of any such claim. It is agreed term of the contract that some money or moneys so withhold or retained under lien referred to above, by Engineer-in-charge or Institute will kept withheld or retained by the Engineer-in-charge or Institute till the claim arising the contract governed by as such by Engineer-in-charge of the Institute till the claim arising out of or under the contract is determined by the arbitration (in the contract governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest of 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 of the Institute shall be entitled to withhold and also have lien to retain towards such claimed 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.

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Clause 29A. A lien in respect of claims in others contracts-Any sum of money due and payable to contractor including the security deposit returnable to him under the contract may be withheld or retained by way of lien by the Engineer-in-charge or the Institute of any other contracting persons of persons through Engineer –in-charge against any claim of the Engineer-in-charge or Institute 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 Institute 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 the clause by Engineer-in-charge or the Institute will be kept withheld or retained as such by the Engineer-in-charge or the Institute or till his claim arising out in 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 of damages whatsoever on this account or any other group in respect of any sum of money withheld or retained under this clause and duty notified as such to the contractor.

Clause 30. The contractor shall not employed coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area with in a radius of 32km(miles on the controlled area).subject as above the contractor shall employ imported labour only i.e deposit imported labour or labour imported by contractor from area, from which import is permitted.

Where selling price for imported labour has been fixed by state or regional labour committees not more than that selling 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 institute a sum calculated at the rate of Rs.10 per day per labourer. The certificate of Engineer-in-charge about the number of coal mining or controlled area labour and the number of days for which they worked shall be final and binding upon all parties to this contract. It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested with in the meaning of the exception of section 74 of Indian contract Act. 1872.

Explanation- "Controlled Area" means the following area.

Districts of Mandhum, Hazeribagh, Jurntra Sub – Division of Santal Paraganas.

Districts of Bankura, Birbhum , Burdawn , Districts of Bilaspur.

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Any other area which may be declared as controlled areas by or with the approval of the central government.

Clause 31. The contractor (s) shall make his/their own arrangements for unfiltered water required for the work and nothing extra will be paid for the same. This will be the subject to the following conditions:-

i) Then the water use by the contractor(s) shall be fit for constructions purposes for the satisfaction to the Engineer-in-charge.

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

Clause 32. (i) where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pumps contractor on that account. The contractor shall however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use the cost of which shall be recoverable from him. The Engineer-in-charge shall be final authority to determine the cost recoverable from the contractor on this account.

(ii) The contractor shall be allowed to construct temporary wells in the land provided for the purpose or site of work for taking water for construction purpose only after he has got permission of the Engineer-in-charge in writing. No charges shall be recoverable from the contractor on this account but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damages to adjacent buildings, roads and service lines. He shall be responsible for any accident 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. Notwithstanding anything contained to the contrary in any or all the clauses of this contract, where any materials for the contract are procured with the assistance of Institute either by issued from Institute's stocks or purchase made under orders or permits or licenses issued by Government the contractor shall hold the said materials economically and solely for the purpose to the contract and not dispose of them without the permission of the Institute 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 if any. The decision of the Engineer-in-charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall be addition to throwing himself open to action for contravention of the terms of the licenses or permit and/or for criminal breach of trust, be trust, be liable to

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Institute 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. A) The following plant and machinery required for the work will be issued to the workers of the contractor free of cost.

Clause 35 i) the contractor undertakes to make arrangements for the supervision of the work by the firm supplying the tar on 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 started and shall hypothecate it to the Engineer-in-charge. If any bitumen or tar remain unused on completion of the work on account of lesser use of materials in actual execution for reason other than authorised changes specification and abandonment of portion of work a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-charge shall be made and the materials returned to the contractors. Although the materials are hypothecated to Institute the contractor undertakes the responsibility for their proper watch safe custody and protection against all risk. The materials shall not 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.

A) FOR CIVIL WORKS:

Clause 36. The contractor shall employ the following technical standard during the execution of this work.

1. One Graduate Engineer when the cost of work to be executed is more than Rs.5 Lakhs.
2. One qualified Diploma Holder (Overseer) JE when the cost of work to be executed is more than Rs.3 Lakhs but less than Rs.5 Lakhs.

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

In case the contractor fails to employ the technical staff as aforesaid he shall be liable to pay a reasonable amount not exceeding a sum of Rs.2,000/- for each month for default in the case of Graduate Engineer and Rs.1,000/- for each month of default in the case of Diploma Holder (Overseer).

The decision of the Engineer-in-charge as to the period for which the required technical staff was not employ by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor as to the amount and the contractor's liability to pay the said amount.

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B) For Sanitary and Water Supply works :

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

1. One qualified Junior Engineer- Overseer with an experience of not less than 5 years out of which at least one year should be in Sanitary Engineering of water supply works, when the tendered cost of the work to be executed is more than Rs.25,000.

The technical staff should be available at site required by the Engineer-in-charge to take instruction. In case the contractor fails to employ the technical staff as aforesaid shall be liable to pay reasonable amount not exceeding Rs.1,000/- for each moth of default.

The decision of the Engineer-in-charge as to the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount the deducted on this account shall be final and binding on the contractor as to the amount and the contractor's liability to pay the said amount.

Clause 37. The whole work may be split up between two or more contractors or accepted in part and not in entirety, if considered expedient.

Clause 38. (i) sales tax or any other tax on materials in respect of this contract shall be payable by contractor and Institute shall not entertain any claim whatsoever in the respect.

i) In pursuant to or under any law such notification or order ay royalty cess, fee or the like becomes payable by the Institute and does not at any time become payable by the contractor to the state Govt. Local authorities in respect of any material used by the contractor on the works there in such a case, it shall be lawful to the Institute and it will have the right and are entitled to recover the amount paid to the circumstances as aforesaid from dues to the contractor.

Clause 39. Without prejudice to any of the right or remedies under this contract if the contractor dies, the Engineer-in-charge on behalf of the Institute shall have the option to terminating the contract without compensation to the contractor.

Clause 40. The contractor shall not be permitted to tender for works in SLIET (responsible for award and execution of contracts) in which his near relative is posted as Accountant or as an Officer in any capacity between the grades of Engineer-in-charge and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are sub-sequently employed by him and who are near relatives to any of the officers in the Institute. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Institute.

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Note : By the terms 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 Engineer of the rank of Assistant Engineer and above or of gazetted rank or other gazetted officer employed in engineering or administrative duties in an Engineering Department of the institute is allowed to work as a contractor for period of two years of his retirement from institute without the previsions permission of the Institute. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had obtained the permission of Institute as aforesaid, before admission of the tender or engagement in the contractor's service as the case may be.

Clause 42. Allowable wastage of cement and steel and other materials.

i) The contractor shall see that only the required quantities of materials are not issued. Any such material remaining unused and is perfectly good condition at the time of completion or determination of the contract shall be returned to the Engineer-in-charge at a place where directed by him. If by a notice in writing under his hand, he shall require. Credit for such materials will be given at the prevailing market are not exceeding the amount charged from him, excluding the element of storage charges at the time of issue of cartage and incidental charges for returning the surplus materials from and to the stores where from they were issued.

ii) After the completion of the work, theoretical quantity of cement to be used in the work shall be calculated on the basis of statement showing quantity of cement to be used in different items of work provided in Delhi Schedule of Rates-1997 printed by CPWD in case any item is executed from which standard constants for the consumption of cement are not available in the above mentioned statement or cannot be derived from this statement, the sample shall be calculated on the basis of standard formula to be laid down by Engineer-in-charge concerned. Over this theoretical quantity of cement shall be allowed a variation upto 5 percent plus/minus for works the estimated cost which as put to tender is not more than Rs.2 Lakhs, upto 4 percent plus/minus for works the estimate cost of which put to tender is more than Rs.2 Lakhs but upto Rs.5 Lakhs and upto 3 percent plus/minus for works the estimate cost of which put to tender is above Rs.5 Lakhs. The difference in the quantity of cement actually issued to the contractor including authorized variations, if not returned by the contractor shall be recovered at twice the issue rate without prejudice to the provisions of the relevant conditions regarding return of materials governing the contract. In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided allowing variations on the minus side so stipulated above the cost of the quantity of cement not so used shall be recovered from the contractor on the basis of stipulated issue rate plus cartage to site.

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iii) The provisions of the foregoing sub-clause shall apply in the case of steel reinforcement or structural steel sections, except that the theoretical quantity of steel shall be taken as the quantity required as per design or as authorized by Engineer-in-charge, including authorised lasppages, plus three percent wastage due to cutting into pieces. Over this theoretical quantity, plus 3 percent minus two percent shall be allowed as variation due to wastage being more or less.

iv) After the completion of the work, theoretical quantity of bitumen to be used on works shall be calculated on the basis of CPWD's statement showing quantities of bitumen to be used in different items of work provided in the Delhi Schedule of Rates or in respect of arrangements which do not provide for or authorize application of Delhi Schedule rates the theoretical quantity of bitumen to be used in works shall be calculated on the basis of standard formulas. Over the said theoretical quantity of bitumen, a variation upto plus/excess 1.5 percent shall be allowed.

The agreement which provide for free supply of bitumen the value or price of the difference in the quantity of bitumen actually issued to the contractor and the theoretical quantity including the above mentioned authorised variation if not returned by the contractor shall be recovered at twice the issue rate without prejudice to the relevant conditions in the agreement regarding return of materials. In the event of its being discovered that the quantity of bitumen used by the contractor is less than the quantity calculated in the matter aforesaid, there shall be no recovery for less use of bitumen.

The agreement which provide for supply of bitumen at a fixed rate, the value of price of the difference in the quantity of bitumen actually issued to the contractor and the theoretical quantity including the above mentioned authority variation, if not returned by the contractor, shall be recovered at twice the issue rate of bitumen without prejudice to the relevant conditions in the agreements regarding return of materials governing the contract.

In the event of it being discovered that the quantity of bitumen used by contractor is less than the quantity calculated in the manner aforesaid (no variation on the lower side shall allowed), the cost of the quantity of bitumen not so used shall be recovered from the contractor on the basis of stipulated issue rate plus cartage thereof upto site.

v) The provisions made above are without prejudice to the right of the Institute to take action against the contractor under the conditions of the contract for not doing the work according to the prescribed specification.

Clause 43. The work (Whether full 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 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 property 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 remove any debris from the site, collect and properly

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stack or remove in store all serviceable materials salvaged material and for construction of all works ordered by the Engineer-in-charge, such payments being in addition to compensation upto the value of the work, originally executed before being damage or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-charge upto Rs.5,000/- and by the any officer of the Institute deputed by the Director, SLIET for a higher amount. The contractor shall be paid for the damage/destruction suffered and for restoring the material at the rates based on analysis of rates tendered for in accordance with the provision of the agreement. 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 the parties to this contract.

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

In the event of the contractor having 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. 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 Director SLIET 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 Act.

Clause 45. The contractor shall deposit royalty and obtain necessary permit for a supply of the red bazri stone, kankar etc. from local authorities.

Clause 46. Security deposit will not be refunded till clearance certificate for Labour Officer is obtained by the contractor.

Clause 47. Labour Wages : The contractor shall be required to comply with all the rules and regulations contained in the various prevalent act/regulation/instructions issued by Central/ state Govt. His particular attention is drawn to Employees Provident Fund Rules as per latest act/rules/instructions. He shall also be responsible for the further rules and regulations which may be enacted during the currencies of the project. His rates shall be deemed to have taken into account the above.

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Schedule showing approximate quantity of materials to be supplied by the Institute under clause 10 of the conditions of contract of work contracted to be executed and the rates at which they are to be charged for.

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Particulars	Rates at which the material will be charged to the contractor	Place of delivery
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.....

Signature of the Contractor

Signature of Engineer-in-charge
For and on behalf of SLIET

Note : The person of firm submitting the tender should see that rates in the above schedule are filled up the Engineer-in-charge on the issue of the form prior to the submission of the tender.

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SAFETY CODES BASED ON CPWD NORMS

Safety codes:

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

ii) Scaffolding or staging more than 3.6 m (12 feet) above the ground or floor , swung or suspended from an over head support or erected with stationery support shall have a guard rail properly attached , bolted, braced and otherwise secured atleast 90 cm. (3 feet) high above the floor or platform of a 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.

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

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

v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m (30 feet) in length while the width between side rails is rung ladder shall in no case be less than 28 cm (11 $\frac{1}{2}$ ") for ladder upto and including 3 m (10 feet) in length. For longer ladders this width should be increased at least $\frac{1}{2}$ for each additional 30 cm. (1 ft.) of length. Uniform step spacing shall not exceed 30 cm. (12"). Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defence of every suit action or other proceedings at law that may be brought by any person for injury sustained owing the 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 compromise any claim by any such person.

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vi) Excavation and trenching : all trenches 1.2 m (four feet) or more in depth, shall at all times be supplied with at least one ladder for each 30m (100feet) in length on fraction thereof ladder shall be extended from bottom of the trench to atleast 90cm (3feet) above the surface of the ground. The side of the trenches which are 1.5m (5feet) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger or sides to collapses. The excavated materials shall not be placed within 1.5m (5feet) 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.

vii) Demolition- before any demolition work is commenced and also during the process of the work.

- a) All roads and open areas adjacent to the work site shall either be closed or suitable protected.
- b) No electric cable or apparatus, which is liable to a source of danger over a cable or apparatus used by the operator, shall remain electrically charged.
- c) All practical steps shall be taken to prevent danger to persons employed from risk or 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.

viii) All necessary personal safety equipment as considered adequate by the Engineer-incharge should be kept available for the person employed on site and maintained on a condition suitable for immediate use, and the contractor should take adequate step to ensure proper use of equipment by those concerned.

- a) Worker employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- b) Those engaged in whitewashing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles
- c) Those engaged in welding works shall be provided with welder's protective eye shields.
- d) Stonebreakers shall be provided with protective clothing and seated at sufficiently safe interval.
- e) When workers employed in sewers and manholes, which are in use, the contractors shall ensure that the manholes cover are opened and are ventilated at least for an hour before the workers are allowed to get the manholes, and the manholes so opened shall be condoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

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

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

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

iii) Overalls shall be supplied by the contractor to the workman and adequate facilities shall be provided to enable the working paints to wash during the cessation and work.

iv) 1 a) White lead, sulphate or lead or products containing those pigments shall not be used in painting operation except in the form of paste or of paints ready for use.

b) Measure shall be taken in order to prevent danger arising form the application of paint in the form of spray.

d) Measure shall be taken, whenever practicable to prevent danger arising from dust caused by dye rubbing down and scrapping.

2) a) Adequate facilities shall be provided to enable working painter to wash during and cessation of the work.

b) Overalls shall be borne by working painters during the whole of the working period.

a) Suitable arrangements shall be made to prevent clothing put off during working hours being boiled by painting materials.

3) a) Case of lead poisoning and of suspected lead poisonings shall be notified and subsequently by the medical man appointed by the competent authority of the institute.

b)The institute may require where necessary a medical examination of workers.

c) Institute with regard to the special hygienic precautions to be taken in the painting trades shall be distributed to working paintings.

ix) When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for promoting 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.

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ii) Use of hoisting machines and tackle including their attachment and support shall conform to the following standards or conditions.

1 a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent repair and defects and shall be kept in good working order.

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

2. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be incharge of any hoisting machinery including any scaffolding which or give signals to operator

3. In case of every hoisting machine and of every chain ring hook, shackle swivel and pully 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 purposes of testing.

1. In case of department machine, the safe working load shall be noticed by the electrical engineer-incharge. As regards contractor's machines the contractor shall notify the safe working load of the machine to the engineer-incharge whenever he brings any machinery to site of work and get verified by the Electrical engineer-incharge concerned.

xi) Motor gearing, transmission electric wiring and other dangerous parts of hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precaution should be taken to the minimum the risk of any part of the suspended load becoming accidentally displaced. When workers employed on electrical installation, which are already energized, insulating mats, wearing apparel, such as gloves sleeves and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are the good conductors of electricity.

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

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

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xiv) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be opened to inspection by Engineer-in-charge of the Institute or their representative.

xv) Notwithstanding the above clause from (I to xiv) there is nothing in these to exempt the contractor from the operations of any other Act or rule in force in the Republic of India.

xvi) Safety gears as applicable shall be provided by the contractor to all workmen.

xvii) Uniform for all weather is to be provided to all workmen by the contractor.

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

1 Application

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

2. Definition

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

3. First – Aid Facilities

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

2) The First – Aid box shall be distinctly marked with a red cross on white ground and shall contain the following equipment, namely:-

i) 6 small sterilized dressings

ii) 3 medium size sterilized dressings

iv) 3 large size sterilized dressing

iv) 3 large sterilized dressings

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

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

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- vii) Snake bite lancet.
- viii) 1 (30ml) bottle of potassium permanganate crystals.
- ix) 1 pair of scissors.
- x) 1 copy of the First aid leaf-let issued by the Director General, Factory Advice Service and Labour Institutes, Govt. of India.
- xi) 1 bottle containing 100 tables (each 5grams) of aspirin
- xii) Ointment for burns
- xiii) A bottle of suitable surgical antiseptic solution

b) For work place in which the number of contract labour exceed Each first-Aid box shall contained the following equipments:-

- i) 12 small sterilized dressings
- ii) 6 medium size sterilized dressings
- iii) 6 large size sterilized dressings
- iv) 6 (15 gms) packets sterilized burn dressings
- v) 6 (15 gms) packets sterilized cotton wool
- vi) 1 (60ml) bottle containing a two percent alcoholic solution of iodine.
- vii) 1 (60ml) bottle containing solvolatile having the dose and mode of administration indicated on the table.
- viii) 1 toll of adhesive plaster.
- ix) 1 snake-bite lancet
- x) 1 (30ml) bottle of potassium permanganate crystals.
- xi) 1 pair of scissors.
- xii) 1 copy of the First aid leaf-let issued by the Director General, Factory Advice Service and Labour Institutes, Govt. of India.
- xiii) 1 bottle containing 100 tables (each 5grams) of aspirin
- xiv) Ointment for burns
- xv) A bottle of suitable surgical antiseptic solution

3) Adequate arrangements shall be made immediate recoument of the equipment where necessary.

4) Nothing except the prescribed contents shall be kept in the First Aid box.

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

6) A person incharge of the First-Aid box shall be a person trained in First-Aid treatment, in work placed where the number of contract labour employed is more.

7) In work place where the number of contractor labour employed is 500 or more and hospital facilities are not available within easy distance of works. First-Aid posts shall be established and run by a trained compounder. The compounder shall be available at all hours when the workers are at work.

Contractor's Sig.

Eng.-In-Charge

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

4. Drinking water

a) 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.

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

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

d) 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 of adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed herein.

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

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

6. Latrines and Urinals:

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

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

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

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

Contractor's Sig.

Eng.-In-Charge

ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall has 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. Latrine shall not be of standard lower than bore-hole system.

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

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

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

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

b) Latrines and urinals other than those connected with a flush sewerage system shall comply with the requirements of the public health authorities.

vii) Water shall be provided by means of a tap or otherwise so as to be conveniently accessible in or near 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 suitable incineration. Alternatively 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 for fuse for then covering it with a layer of earth for fortnight (when it will turn into manure).

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

Contractor’s Sig.

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7. Provision of shelter during rest

At every place there shall be provided , free of cost four suitable sheds, two for male 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 from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m per head.

8. Creches

a) A very work place, at which 20 or more women workers are ordinarily employed, there shall be provided two rooms of reasonable dimension for the use of their children under the age of six years. One room shall be used as a play room for children and the other as their bedroom. The rooms shall be constructed on standard not lower than the following:-

- i) thatched roof.
- ii) mud floor and walls
- iii) planks spread over the mud floor and covered with matting.

b) 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.

c) 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.

d) The contractor shall provide one Dai to look after the children in the creche when the number of women workers does not exceed 50 and two dais when the number of women workers exceed 50.

e) The use of the rooms/earmarked as creches shall be restricted to children, their attendant and mother of the children.

9. Canteens:

1) In every work place where the work regarding the employment of contract labour is likely to be 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 labour.

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

3) The canteen shall consist of at least a dinning hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.

4) The canteen shall be sufficiently lighted at all time when any person has access to it.

Contractor's Sig.

Eng.-In-Charge

- 5) 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.
- 6) The precinct of the canteen shall be maintained in a clean and sanitary condition.
- 7) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- 8) Suitable arrangements shall be made for the collection and disposal of garbages.
- 9) The dining hall shall accommodate at a time 30 percent of the contract labour working at time.
- 10) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre per dinner to be accommodated as prescribed in sub rule 9.
- 11) i) A portion of the dining hall, and service counter shall be partitioned off and reserved for women workers in proportion to their number.
ii) Washing places for women shall be separate and screened to secure privacy.
- 12) Sufficient tables, stools, chairs or benches shall be available for the number of dinners to be accommodated as prescribed in sub rule 9.
- 13) a) i) There shall be provided and maintained sufficient utensils, crockery, furniture and any other equipment necessary for the efficient running of the canteen.
ii) The furniture, utensils and other equipment shall be maintained in a clean and hygienic condition.
b) i) Suitable clean cloths for the employees serving in the canteen shall be provided and maintained.
ii) A service counter, if provided, shall have top of smooth and impervious material.
iii) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.
- 14) The food stuff and other items to be served in the canteen shall be in conformity with the normal habits of the contractor labour.
- 15) The charge for food stuff, 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.

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

17) In case of ESI, EPF & Bonus the company shall submit original challan / receipt to the Institute for verification of records and subsequent reimbursement to the company.

- a) The rent of the land building.
- b) The depreciation and maintenance charges for the building and equipment 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 an amount spent on the provision and maintenance and equipment provided for in the canteen.

17) The account pertaining to the canteen shall be audited once every 12 months by Registered Accountants and Auditors.

1. Anti Material Precautions.

The contractor shall at his on expense, conform to all anti-material precautions given to him by the Engineer-in-charge including the filling up of any borrows pits which may have been dug by him.

2. Amendments

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

Contractor's Sig.

Eng.-In-Charge

CONTRACTORS LABOUR REGULATIONS

1. Short Title

These regulations may be called the Contractor Labour Regulations.

2. i) Definitions

Workman means any person employed by the Institute or its contractor directly or indirectly through a sub-contractor, with or without the knowledge of the Institute to do any skilled, semi-skilled 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 for mensem or exercises either by the nature of the duties attached to the office or any reason of power vested to him, functions mainly of managerial nature.

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

ii) Fair wages means wages whether from time or piecework fixed and notified under the provisions of the minimum wages act from time to time.

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

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

2) a) Normally working hours of an adult employee should not exceed 9 hours a day and in case of a child 4 ½ 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.

b) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid overtime for the extra hours put in by him at double the ordinary rate of wages. Children shall not be made to work extra hours.

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

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

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

3. 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 maintains in a clean and legible condition in conspicuous places on the work, notices in English and in local Indian languages spoken by the majority of the workers, giving the minimum rates of wages fixed under the Minimum wages Act, the actual wages being paid, the hours of work for which such wages are earned, wage period dates of payment of wages and other relevant information as per Appendix-
Payment of wages

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

ii) No wage period shall exceed one month

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

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

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

vi) Wages due to every worker shall be paid to him direct or to other person authorized by him in his behalf

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

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

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

x) The contractor shall obtain from the Jr. Engineer or any other authorized representative of the Engineer-in-charge as the case may be, a certificate under his signature at the end of entries in the register of wages or the wage cum muster roll as the case may be in following form:

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

2. Fines and deductions which may be made from wages:

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

a) Fines

b) Deductions for absence from duty i.e. from the places where by the terms of his employment he is required to work. The amount of deduction shall be in the 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 from loss of money or any other deduction on which he is required to account where such damage or loss directly attributable to his neglect or default.

a) Deduction for recovery of advances or for adjustment of lower payment of wages, advance granted shall be entered in a register.

b) 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 the chief Labour Commissioner has approved of omissions on his part as.

Note: An approved list of acts and Omissions for which fines can be imposed is enclosed at Appendix 1.

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

Contractor's Sig.

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iv) The total amount of fine, which may be imposed in any one wages 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 wages period.

v) No fine imposed on any worker shall be recovered from installment, or after the expiry of 60 days from the date on which it was imposed.

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

6. Labour Records:

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

ii) The contractor shall maintain a Must Roll register in respect of all workmen employed by him on the work under contract in form XVI of the CL (R&A) Central Rules 1971 (Appendix-C).

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) Central Rules 1971 (Appendix-D).

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 labourers who met with accident
- b) Rate of wages
- c) Sex
- d) Age
- e) Nature of accident and clause 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 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

Contractor's Sig.

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v) Register of Fines- The contractor shall maintain a Register of Fines in the form XII of the CL (R&A) Rules 1971 (Appendix-H).

vi) Register of Deductions – The contractor shall maintain a Register of Deductions, for damage of loss in the form XX of the CL (R&A) Rules 1971 (Appendix-J).

vii) Register of advances- the contractor shall maintain a Register of advance in the form XIII of the CL (R&A) Rules 1971 (Appendix-K).

viii) Register of Overtime- The contractor shall maintain a Register of Overtime in the form XIII of the CL (R&A) Rules 1971 (Appendix-L).

3. Attendance card cum wages slip

i) The contractor shall issue an attendance card cum wages slip to each workman employed by him the specimen form at Appendix-E.

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

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

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

v) The contractor shall complete the wages slip portion on the reverse of the card at least 2 day prior to the disbursement wages in respect of the wages period under reference.

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

4. Employment Card

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

5. Service Certificate

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

Contractor's Sig.

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6. Reservation of Labour Records

All record required to be maintained under Regulations no.6 and 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-charge, Labour Officer or any other officers authorised by the

7. Power of Labour Office make to Investigation Enquiry

The Labour Office or any other person authorised by central Government on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of the Fair Wage Clauses and the Provisions of Regulations. He shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard to such provision.

8. Report of Labour Officer

The Labour Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer-in-charge concerned indicated the extent. If any, to which the default has been committed with a not what necessary deductions from the contractor's bill be made and the wages and other dues to be paid to the labours concerned. In case the contractor under clause 12 of these regulations makes an appeal, actual payment to labourers will be made by the Engineer-in-charge after the Director has given his decision on such appeal.

a) The Engineer-in-charge shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the Director as the case may be.

9. Appeal against the decision of Labour Officer

Any person aggrieved by the direction 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, from warding simultaneously a copy of his appeal to the Engineer-in-charge concerned but subject to such appeal, the decision of the other shall be final and binding upon the contractor.

10. Prohibition against representation through lawyer

i) A workmen shall be entitled to be represented in any investigation under this regulation by -

- a) An officer of a registered trade union of which he is a member.
- b) An officer of a federation of trade union referred to 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, or by any other workman employed in the industry in which the worker is employed.

Contractor's Sig.

Eng.-In-Charge

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

- a) An officer of associations of employers to which he is a member.
- b) An officer of a federation of associations of employers to which association referred to in clause (a) affiliated.
- c) Where the employer is not a member of any association of employers, by an officer of association of employers, connected with, or by any other employers, engaged in the industry in which the employer engaged.

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

11. Inspection of Book and Slips

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

12. Submission of returns

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

13. Amendments

The Central Government may, from time to time, add to or amend the regulations and or any question as to the application, interpretation or effect of those regulations the decision of the Director, SLIET in that behalf shall be final.

14. Identity card

Identity cards duly signed by the contractor & Security In-Charge of SLIET shall be issued by the contractor. The workmen shall display the identity card within campus.

15. Insurance

Insurance for workers of contractor is to be arranged by the contractor.

Contractor's Sig.

Eng.-In-Charge

LABOUR BOARD

Name of work.....

Name of Contractor.....

Address of Contractor.....

Name of address of SLIET Office.....

Name of Labour Enforcement Office.....

Address of Labour Enforcement Office.....

Date.....

Sl. No.	Category	Minimum Wage fixed	Actual wages fixed	Number present	Remarks

Weekly holiday

Wage period

Date of payment of wages

Working hours

Rest Interval

Contractor's Sig.**Eng.-In-Charge**

Form 13
(See Rule 75)

Register of Workmen Employer by Contractor

Name and address of contractor

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

Name of work and location of work

Name and address of Principal Employer

Sl. No.	Name and surname of workman	Age and Sex	Father's/ Husband's Name	Name of employment/ Designation	Permanent Home address of the workman s (Village and Tehsil, Tulk and District)	Local Address
1.	2.	3.	4.	5.	6.	7.

Date of commencement of employment	Signature or thumb impression of the workman	Date of termination of employment	Date of reasons for termination	Remarks
8.	9.	10.	11.	12.

Contractor's Sig.

Eng.-In-Charge

17/Form XVI
 { See Rule 78 (2) (a) }

Name and address of contractor _____

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

Name and location of work _____

Name and address of Principal Employer _____

For the month fortnight _____

SI. No.	Name of workman	Father's/ Husband's Name	Sex			Date 5			Remarks 6
1	2	3	4	1.	2.	3.	4.	5.	6.

Contractor's Sig.

Eng.-In-Charge

17/Rrom XVII
 { See rule 78 (2) (a) }
REGISTER OF WAGES

Name and Address of contractor

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

Name and location of work

Name and address of principal employer

Wage period: monthly/ fortnightly

Sl. No.	Name of Workman	Serial no. In the register of workman	Designation/ Nature of work done worked	No .of days done	Units rate work piece rate	Daily wages	Basic
1	2	3	4	5	6	7	8

Amount of wages earned

Dearness allowance	Overtime	Other cash payments (indicate) (Nature of payment to be indicated)	Total	Deductions If any	Net amount paid of workman	Signature thumb impression	Initials of contractor or his Represents lives
9	10	11	12	13	14	15	16

Contractor's Sig.

Eng.-In-Charge

Wage Card No.....

Appendix 'D'

Wage card

Name and address of contractor..

Date of issue

Name of work with location.....

Designation.....

Name of workman.....Month/Fortnight.....

Rate of wage.....

.....

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
24	25	26	27	28	29	30	31																

Morning

Rate

Evening

Amount

Initial

Received from.....the sum of Rs.....

On account of my wage.

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

Signature

Contractor's Sig.

Eng.-In-Charge

FROM XIX
(See Rule 78 (2) (b))

WAGE SLIP

Name and address of contractor.....

Name and father's/ Husband's Name of workman.....

Nature and location of work.....

For the week / fortnight / Month ending

1 .No. of days worked

2 .No. of units worked in case of piece rate workers.....

3 .Rate of daily wages /piece rate.....

4 .Amount of overtime wages.....

5 .Gross wages payable.....

6. Deductions, if any.....

7. Net amount of wages paid.....

Initials of the contractor
Or his representatives

Contractor's Sig.

Eng.-In-Charge

FROM XIV
(See Rule 76)
EMPLOYMENT CARD

Name and address of contractor.....

Name and address of establishment in/under /which contractor is carried
on.....

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

Name and address of Principal Employer.....

1.Name of the workman.....

2. S. No. in the register of workman employed.....

3. Name of Employed/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

Contractor' Sig.

Eng.-In-Charge

FROM XV
(See rule 77)
SERVICE CERTIFICATE

Name and address of contractor.....

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

Name and location of work.....

Name and address of workman.....

Name and address of Principal Employer.....

Age or date of birth.....

Identification Marks.....

Father's/Husband Name.....

Sr. No.	Total period for which employed		To	Nature	Rate of wage (with of work particular of unit in case of piecework)	Remarks
	From					
1	2	3	4	5	6	

Signature

Contractor' Sig.

Eng.-In-Charge

FROM 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 _____

Name of location of work _____

Name and address of Principal employer _____

Si. No.	Name of workman	Father's Husband's Name	Designation/ Nature of employment	Act/Omission for which fine imposed	Date of offense	Whether workman showed cause against fine
1	2	3	4	5	6	7

Name of person in whose presence employee's explanation was heard	Wages periods and wages payable	Amount of fine imposed	Date on which fined	Remarks
8	9	10	11	12

Contractor' Sig.

Eng.-In-Charge

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with rule 8 (d) of the CPWD Contractors labour Regulations to be displayed prominently at the site of work both in English and local language.

1. Willful insubordinate or disobedience, whether alone or in combination with other.
2. Theft, fraud or dishonesty in connection with the contractors beside business or property of institute.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness fighting, riotous or disorderly or indifferent behaviors.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the institute or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving the false information regarding name,age,father's name etc.
13. Habitual loss of wage cards supplied by the employer.
14. Unauthorised use of employers property by manufacturing or making of unauthorised articles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Deptt. 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 establishment.
18. Any unauthorized divulgence of business affairs of the employees.

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19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employee during the working hours within the premises.

FORM XX
 {See Rule 78(2) (d)}
 REGISTER OF DEDUCTION FOR DAMAGE OR LOSS

Name of address of contractor _____

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

Name and location of work _____

Name and address of Principal Employer _____

Sl. No.	Name of work	Father's Husband's Name	Designation/nature of employment	Particular of damage or loss	Date damage or loss	Whether workman showed cause against deduction
1	2	3	4	5	6	7

Name of person in whose presence employee's explanation heard	Amount of deduction imposed	No. of instalment	First instalment	Last instalment	Remarks
8	9	10	11	12	13

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FORM XXII
{ 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 _____

Name and location of work _____

Name and address of Principal Employer _____

Sl. No.	Name of workman	Father's Husband's Name	Sex	Designation/ nature of employment	Date on which overtime worked	Total overtime or production in case of piece rate
1	2	3	4	5	6	7

Normal rate of wages	Overtime rate of wages	Overtime evening	Rate on which wages paid	Remarks
8	9	10	11	12

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Schedule of Quantities

Name of work : **ARM of Horticulture for the period 01.11.2011 to 31.03.2012 at SLIET, Longowal.**

S.No.	Description of Item	UNIT	Qty.	Rate	Amount
<u>Part- 'A'</u>					
<u>(Establishment)</u>					
1	Manpower (Mali i.e. unskilled) required for Fast / slow growing plants existing in Campus approximate 50000 nos. & maintaining the open spaces around residential and non- residential i.e. Play grounds & sports fields etc	Per Month	85.00		
2	Manpower (Head Mali i.e. semi skilled) required for Fast / slow growing plants existing in Campus approximate 50000 nos. & maintaining the open spaces around residential and non- residential i.e. Play grounds & sports fields etc	Per Month	9.00		
3	Skilled manpower requirement 5 nos. as per actual requirement to control the labour and tractor driver 3 nos. as required in the Campus.	Per Month	8.00		

Total per month

Total for five months

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**Signature of contractor
with full address**

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