



**GOVERNMENT OF INDIA
DEPARTMENT OF ATOMIC ENERGY
INDIRA GANDHI CENTRE FOR ATOMIC RESEARCH
CIVIL ENGINEERING DIVISION**

**GENERAL CONDITIONS OF
CONTRACT**

SECTION – IV: CONDITIONS OF CONTRACT - GENERAL

DEFINITIONS:

1. The 'Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between the President of India and the Contractor together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Chief Engineer / Additional Chief Engineer (Civil) / Engineer-in-Charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
2. In the contract the following expression shall unless the context otherwise requires, have the meanings hereby respectively assigned to them.
 - a. The expression 'Works' or 'Work' shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
 - 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 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 personnel representative or such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual or firm or firms or company.
 - d. The 'President' means the President of India and his successors.
 - e. The 'Chief Engineer' means the Chief Engineer or the Director of Engineering Service Group, Indira Gandhi Centre for Atomic Research, Kalpakkam. The 'Engineer-in-Charge' means the authorized representative of Chief Engineer or Additional Chief Engineer or, Head as the case may be of the Civil Engineering Division, Engineering Service Group, Indira Gandhi Centre for Atomic Research, Kalpakkam who shall supervise and be in charge of the work and who shall sign the contract on behalf of the President.
 - f. 'Government' or 'Government of India' shall mean the President of India.
 - g. The term C.E. represents Chief Engineer, of the Engineering Service Group, Indira Gandhi Centre for Atomic Research, Kalpakkam.
 - h. Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage to cover, all overheads and profits.
 - i. 'Contract Price' means the sum named in the Tender subject to such additions there to or deductions there from as may be made under the provisions herein before contained.
 - j. 'Temporary Work' means all temporary works of every kind required in or about the execution, completion and maintenance of the works.
 - k. Words imparting the singular number includes the plural number and vice versa according to the context.
 - l. 'Tendered Value' means the value of the entire work as stipulated in the letter of award.
3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Quantities and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
6. The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
7. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
 - 8.1 In the case of discrepancy between the schedule of quantities, the Specifications and/or the Drawings, the following order of preference shall be observed.
 - i) Description of Schedule of Quantities.
 - ii) Particular Specification and Special Condition, if any.
 - iii) Drawings.
 - iv) Specifications.
 - v) Indian Standard Specifications of B.I.S.
 - 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
 - 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall, within 15 days from the stipulated date of start of work sign the contract consisting of:-
 - i) The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - ii) Standard form as mentioned in Tender consisting of:
 - a) Various standard clauses with corrections up to the date along with annexure thereto.
 - b) Specification for various items of work.
 - c) IGCAR safety code for contract works.
 - d) Model Rules for the protection of health, sanitary arrangements for workers employed by IGCAR or its contractors.
 - e) DAE contractor's Labour Regulations.

CONDITIONS OF CONTRACT

CLAUSE 1: PERFORMANCE GUARANTEE

i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in **Schedule 'F'** from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-charge upto a maximum period as specified in **Schedule 'F'** on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-charge. This guarantee shall be in the form of Government Securities or fixed deposit receipts or Guarantee Bonds of any Scheduled Bank/Banker's cheque of any scheduled bank/ or the State Bank of India in accordance with the form annexed as Appendix-'A' hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

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

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

iv) In the event of the contract being determined or rescinded under provisions of any of the clause /condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

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

(b) Failure by the contractor to pay President of India any amount due, either as agreed by contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-charge.

(c) APPENDIX- 'A'**FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND**

In consideration of the President of India (hereinafter called "The Government") having agreed under the terms and conditions of agreement No.....Dated.....made between..... and (hereinafter called "the said contractor(s)")For the work (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs.....(Rupeesonly) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (*indicate the name of the bank*)....(hereinafter referred to as the "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs.....only on demand by the Government.

2. We (*indicate the name of the bank*) do hereby under take to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).

3. We, the said bank further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claims against us for making such payment.

4. We.....(*Name of Bank*)..... further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Government certifies that terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this Guarantee.

5. We.....(*Name of Bank*)..... further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the

part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We.....(*Name of Bank*)..... lastly undertake not to revoke this Guarantee except with the previous consent of the Government in writing.

8. This Guarantee shall be valid up to unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only) and unless a claim in writing is lodged with us within six months of date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the day of
for..... (Indicate the name of the Bank)

CLAUSE 1-A: RECOVERY OF SECURITY DEPOSIT:

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

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

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of

Rs.5 lakhs subject to the condition that amount of such bank guarantee, except last one, shall not be less than 5 lakhs.

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

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

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

CLAUSE 2 : COMPENSATION FOR DELAY

If the contractor fails to maintain the required progress in terms of Clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in **Schedule F** (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

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

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

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

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

CLAUSE 2A : INCENTIVE FOR EARLY COMPLETION

In case the contractor completes the work ahead of scheduled completion time, a bonus @ 1% (one percent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five percent) of the tendered value. The amount of bonus, if payable,

shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in "Schedule F".

CLAUSE 3 : DETERMINATION OF CONTRACT: POWERS OF ENGINEERS-IN-CHARGE:

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

- i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter.
- ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion . and continues to do so after a notice in writing of seven days from the Engineer-in-charge.
- iii) If the contractor fails to complete the work with in the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it with in 7 days after a notice in writing is given to him in that behalf by the Engineer-in- Charge.
- v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government;
- vi) If the contractor shall enter into a contract with government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-charge;
- vii) If the contractor shall obtain a contract with government as a result of wrong tendering or other non-bonafide methods of competitive tendering; or
- viii) If the contractor being individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of

amalgamation or reconstruction) Under any insolvency Act for the time being in force or make any conveyances or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

- ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- x) If the contract shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- xi) If the contractor assigns, transfers, sublets (Engagement of labour on a piece – work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-charge.
- xii) If the work is not started by the contractor within 1/8th of the stipulated time.

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

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

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

CLAUSE 3A : WORK CANNOT BE STARTED EITHER PARTY MAY CLOSE THE CONTRACT

In case the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work,

either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

CLAUSE 4 : CONTRACTOR LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN UNDER CLAUSE 3.

Contractor liable to pay compensation even if action not taken under Clause 3, Powers to take possession of or require removal of or sell contractor's plant.

In any case in which any of the powers conferred upon the Engineer-in-Charge by clause 3 thereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of or (at sole discretion of the Engineer-in-Charge which shall be final(and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof, belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final and binding on the contractor, 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, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Engineer-in-Charge as to the 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 4A: CLAIM FOR IDLE LABOUR - DELETED

CLAUSE 5 : TIME AND EXTENSION FOR DELAY

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

5.1 As soon as possible after the Contract is concluded the Contractor shall submit a Time and Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in

the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given **Schedule "F"**.

5.2 If the work(s) be delayed by:

- I. force majeure or
- II. abnormally bad weather or
- III. serious loss or damage by fire, or
- IV. civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- V. delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- VI. non-availability of stores, which are the responsibility of Government to supply or
- VII. non-availability or break down of tools and plant to be supplied or supplied by Government or
- VIII. any other cause which in the absolute discretion of the Engineer-in-charge is beyond the Contractor's control.

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

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

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

CLAUSE 6 : MEASUREMENTS OF THE WORK DONE

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

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

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

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

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

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

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

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

It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on

account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE 6A : COMPUTERIZED MEASUREMENT BOOK:

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

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

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

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

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

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

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

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

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

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

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or materials to which it relates not shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

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

No payment shall be made for work, estimated to cost Rs. Twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty thousand the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in **Schedule "F"**, in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment

on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of signing of contractor on the measurements prepared by department together with the account of the material issued by the department or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge, the period of ten working days will be extended to fifteen working days.

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

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

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

CLAUSE 8: COMPLETION CERTIFICATE AND COMPLETION PLANS

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

and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 8A: CONTRACTOR TO KEEP SITE CLEAN

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

CLAUSE 8B: COMPLETION PLANS TO BE SUBMITTED BY THE CONTRACTOR

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-1 internal) 2005 and (Part-II external) 1994, as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs.15,000 (Rs. Fifteen thousand only) as may be fixed by the Superintending Engineer concerned and in this respect the decision of the Superintending Engineer shall be final and binding on the contractor.

CLAUSE 9 : PAYMENT OF FINAL BILL

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

- i) If the Tended value of work is up to Rs.15 Lakhs - 3 months
- ii) If the Tended value of work exceeds Rs.15 Lakhs - 6 months

CLAUSE 9A : PAYMENT OF CONTRACTOR'S BILLS TO BANK

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 (1) an authorization in the form of a legally valid document 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 Government or his signature on the bills or other claim preferred against Government before settlement by the Engineer-in-Charge of the account or claim by payment to 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 duly receipted and discharged through his bankers.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis the President.

CLAUSE 10 : MATERIALS SUPPLIED BY GOVERNMENT

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

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

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

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

The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contract and (or the CPWA code) all stores/materials so supplied to the

contractor or procured with the assistance of the Government shall remain absolute property of Government and the contractor shall be the trustee of the stores/materials, and the said stores/materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-Charge or his authorised agent. Any such stores/materials remaining unused shall be returned to the Engineer-in-Charge in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall require but in case it is decided not to take back the stores/materials the contractor shall have no claim for compensation on any account of such stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/materials.

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

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

CLAUSE 10A : MATERIALS TO BE PROVIDED BY THE CONTRACTOR

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

The contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of, materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the

contract. The Contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

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

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

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

CLAUSE 10B:

CLAUSE 10B(i): SECURED ADVANCE ON NON-PERISHABLE MATERIALS

The contractor, on signing an Indenture in the form to be specified by the Engineer-in-charge, shall be entitled to be paid during the progress of the execution of the work upto 90% of the assessed value of any materials which are in the opinion of the Engineer-in-charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stores and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advances has been made under this sub-clause are incorporated in the

work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

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

CLAUSE 10B(ii) : MOBILISATION ADVANCE

Mobilisation advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case, the contractor shall execute a Bank guarantee bond from a scheduled nationalized bank as specified by the Engineer-in-charge for the full amount of such advance is released. Such advance shall be in two or more installments to be determined by the Engineer-in-charge at his absolute discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-charge in this behalf. The second and subsequent installments shall be release by the Engineer-in-charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-charge.

Provided always that provision of clause 10B (ii) shall be applicable only when so provided in **schedule "F"**

CLAUSE 10B(iii) : PLANT MACHINERY & SHUTTERING MATERIAL ADVANCE

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

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

1. Leasing company which gives certificate of agreeing to lease equipment to the contractor.

2. Engineer-in-charge and
3. The contractor

This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer-in-charge to be necessary for the work; (b) and are in and are maintained in working order (c) hypothecated to the Government as specified by the Engineer-in-charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer-in-charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation falling which such advance shall be entirely recovered in lump sum. For this purpose, steel scaffolding and form work shall be treated as plant and equipment.

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

CLAUSE 10B(iv) : INTEREST & RECOVERY

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

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

The said bank guarantee for advances shall initially be made for the full amount and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest

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

CLAUSE 10CA: PAYMENT DUE TO VARIATION IN PRICES OF MATERIALS AFTER RECEIPT OF TENDER

If, after submission of the tender, the price of material specified in **Schedule "F"** increases/decreases beyond the price(s) prevailing at the time of the last stipulated date for receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period

of contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

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

The increase / decrease in prices shall be determined by the All India Wholesale Price Indices of materials as published by Economic Adviser to Government of India, Ministry of Commerce and Industry and base price for cement and/or steel reinforcement bars as issued under authority of Engineer-in charge as valid in the last stipulated date of receipt of tender, including extension, if any, and for the period under consideration incase, price index of a particular material is not issued by Ministry of Commerce & Industry, then the price index of nearest similar materials is indicated in **Schedule "F"** shall be followed.

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

a) Adjustment for component of individual material:

$$V = P \times Q \times \frac{(CI - CI_0)}{CI_0}$$

Where,

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

P: Base price of material as issued under authority of Engineer-in charge, valid at the time of the last stipulated date of receipt of tender including extensions, if any.

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

CI₀: All India whole sale price index for material as Published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.

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

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

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

If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase; the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied,

subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in **schedule "F"**. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-

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

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

- | | | |
|----|---|-----|
| a) | Gross value of work done upto this quarter | (A) |
| b) | Gross value of work done upto the last quarter..... | (B) |
| c) | Gross value of work done since previous quarter (A-B) : | (C) |
| d) | Full assessed value of Secured Advance fresh paid in this quarter | (D) |
| e) | Full assessed value of Secured Advance recovered in this quarter: | (E) |
| f) | Full assessed value of Secured Advance for which escalation is payable in this quarter (D-E). | (F) |
| g) | Advance payment made during this quarter..... | (G) |
| h) | Advance payment recovered during this quarter | (H) |
| i) | Advance payment for which escalation is payable in this quarter (G-H)..... | (I) |
| j) | Extra items/deviated quantities of item paid as per Clause 12 based on prevailing market rates during this quarter... | (J) |

$$\text{Then, } M = C + F + I - J$$

$$N = 0.85 \times M$$

- | | | |
|----|--|-----|
| k) | Less cost of material supplied by the Department as per Clause 10 and recovered during the quarter. | (K) |
| l) | Less cost of services rendered at fixed charges and recovered as per clause 34 and recovered during the quarter. | (L) |

Cost of work for which escalation is applicable

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

(iii) Components of CEMENT, STEEL, materials, labour, P.O.L., etc. shall be pre-determined for every work and incorporated in the special conditions of contract attached (to the tender paper) here-in-after. The decision of the Engineer-in-Charge in working out such percentages shall be binding on the contractors.

(iv) The compensation for escalation for CEMENT, STEEL, materials and P.O.L. shall be worked as per the formulae given below:

a) Adjustment for component of "Cement"

$$V_c = W \times \frac{X_c}{100} \times \frac{CI - C_{I0}}{C_{I0}}$$

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

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

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

CI: All India Wholesale price Index for cement for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry & Commerce. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered).

CI₀: All India Whole Sale Price Index for Cement as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extension, if any.

b) Adjustment for component of "Steel"

$$V_s = W \times \frac{X_s}{100} \times \frac{SI - SI_0}{SI_0}$$

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

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

X_s: Component of steel expressed in percent to the total value of work. (as indicated under Para 21 of special conditions of contract).

SI: All India Wholesale Price Index for steel (bars & rods) for the period under consideration as published by Economic Advisor to the Government of India, Ministry of Industry & Commerce. However, the Price Index shall be minimum of the following:-

- (i) Index for the month when the last consignment of steel reinforcement for the stipulated contract period is over.
- (ii) Index for the month by which half of the stipulated contract period is over.
- (iii) Index for the period under consideration.

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

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

b) For the month in which half of the stipulated contract period is over. Whichever of these two is earlier.

SI₀: All India Whole Sale Price Index for Steel (Bar & Rods) published by the Economic Adviser to Government of India, Ministry of Industry and Commerce New Delhi, as valid on the last stipulated date of receipt of tender including extension, if any.

c) Adjustment for component of “Material” (except cement & steel / electrical component of construction material)

$$V_M = W \times \frac{X_M}{100} \times \frac{MI - MI_0}{MI_0}$$

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

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

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

MI: All India Wholesale Price Index for civil component/electrical component of construction material as worked out on the basis of All India Wholesale Price Index for individual Commodities/Group items for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry & Commerce and applying weightages to the individual Commodities/Group items.

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

MI₀: All India Whole Sale Price Index for civil component / electrical component of construction materials as worked out on the basis of All India whole sale Price Index for Individual Commodities/ group items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce, and applying weightages to Individual Commodities / group Items

d) Adjustment for component of “POL”

$$V_F = W \times \frac{Z}{100} \times \frac{FI - FI_0}{FI_0}$$

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

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

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

FI: All India Wholesale Price Index for Fuel, Oil & Lubricant for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry & Commerce, New Delhi.

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

FI₀: All India Whole Sale Price Index for Fuel, Oil and Lubricant as published by the Economic Adviser to Government of India, Ministry of Industry and

Commerce, New Delhi. valid on the last stipulated date of receipt of tender including extension, if any.

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

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

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

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

$$V_L = W \times \frac{Y}{100} \times \frac{LI - LI_0}{LI_0}$$

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

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

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

LI₀: Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

LI: Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract, without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of Completion or the minimum wage prevailing on the last date of quarter previous to the one under consideration, whichever is less, shall be considered.)

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

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

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

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

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

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

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

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

CLAUSE 10D : DISMANTLED MATERIALS GOVT. PROPERTY:

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

CLAUSE 11 : WORK TO BE EXECUTED AS PER SPECIFICATIONS, DRAWINGS, ORDERS, ETC.

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 specifications. The contractor shall also conform exactly fully and faithfully to the designs, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, design, drawings and instructions as or not included in the standard specifications of DAE, CPWD, BIS, Indian standards specified in **Schedule "F"** or in any Bureau of Indian Standard or any other, public standard or code or schedule of rates or any other printed publications referred to elsewhere in the contract.

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

CLAUSE 12 : DEVIATIONS / VARIATIONS : EXTENT AND PRICING

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

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

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

12.2: DEVIATION, EXTRA ITEMS AND PRICING

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

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

a) DEVIATION, SUBSTITUTED ITEMS PRICING

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

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

DEVIATION, DEVIATED QUANTITIES, PRICING

In the case of contract items, substituted items, contract cum substituted items, which exceed the deviation limit mentioned below, the contractor may within fifteen days of receipt of order or occurrence of the excess, claims revision of the rates, supported by proper analysis, for the work in excess of

the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis, after giving consideration the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

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

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

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

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

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

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

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

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

CLAUSE 13: FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If at any time after acceptance of the tender Government shall decide to abandon or reduce the scope of the work for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the

works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

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

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

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

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

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

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

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

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

CLAUSE 14 : CANCELLATION OF CONTRACT IN FULL OR PART

Deleted (Merged with clause 3)

CLAUSE 15: SUSPENSION OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CLAUSE 18: CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.

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

CLAUSE 18A: RECOVERY OF COMPENSATION PAID TO WORKMAN

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

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

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

CLAUSE 19: LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR

The contractor shall obtain a valid license under the Contract Labour (R & A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provision of the Child Labour (Prohibition & Regulation) Act-1986.

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

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

CLAUSE 19A: NO LABOUR BELOW 14 YEARS

No labour below the age of 14 (fourteen) years shall be employed on the work.

CLAUSE 19B : PAYMENT OF WAGES

i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the DAE, Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

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

iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with the DAE Contractor Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, wherever applicable.

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

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

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

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

vii) 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.

viii) Whatever is the minimum wages for the time being, or the wage payable is higher than such wages, such wage shall be paid by the contractor to the

workman directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workman as and by way of commission or otherwise.

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

CLAUSE - 19B (1) : Additional Liabilities if any in complying with the provisions of clause 19(B) – (i) to (viii) shall be entirely to the contractor's account.

CLAUSE-19C : SAFTY PROVISIONS FOR LABOUR & PENALTY ON DEFAULT

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

CLAUSE 19D :

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

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

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

CLAUSE 19E: HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

In respect of all labour directly or indirectly employed in the works for the performance of the contractors part of this agreement, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Department of Atomic Energy and its contractors.

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

1) LEAVE

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

2) PAY

i) In the case of delivery : leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rs.1/- only a day whichever is greater.

ii) In case of miscarriage : leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date of such miscarriage.

3) CONDITIONS FOR THE GRANT OF MATERNITY LEAVE

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

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

REGISTER OF MATERNITY BENEFITS
(Clause 19 F of the conditions of contract)

Name and address of the contractor(s) : _____

Name and location of the work : _____

Name of the employee	Father's / Husband's Name	Nature of employment	Period of actual appointment	Date on which notice of confinement given
1	2	3	4	5

Date of delivery / miscarriage	Date on which maternity leave commenced and ended			
	In case of Delivery		In case of Mis-carriage	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

Leave pay paid to the employee				Remarks
In case of delivery		In case of mis-carriage		
Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	
11	12	13	14	15

SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR IN D.A.E. WORKS.

Name of the work : _____

Name of the contractor : _____

1. Name of the woman and her husband's Name :
2. Designation :

3. Date of appointment :
4. Date with months and years in which she is employed :
5. Date of discharge/dismissal, if any :
6. Date of production of certificates in respect of pregnancy :
7. Date on which the woman informs about the expected delivery :
8. Date of delivery/Miscarriage/death :
9. Date of production of certificate in respect of delivery/miscarriage :
10. Date with the amount of maternity/death benefit paid in advance of expected delivery:
11. Date with the amount of subsequent payment of maternity benefit :
12. Name of the person nominated by the woman to receive the payment of the maternity benefit after her death :
13. If the woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment :
14. Signature of the contractor authenticating entries in the register :
15. Remarks column for the use of Inspecting Officer :

CLAUSE 19G :

In the event of the contractor(s) committing a default or breach of any of the provisions of the D.A.E. Contractor's Labour Regulations and Model Rules and provisions of Contract Labour (R&A) Act 1970, and Central Labour (R&A) Central Rules, 1971, for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum not exceeding Rs. 200/- for every default, breach or furnishing, making, submitting, filling such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs. 200/- per day for each day of default subject to a maximum of 5% of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

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

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

huts and sanitary arrangements be remodeled and/or reconstructed according to approved standard, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19H:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CLAUSE 19I :

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

CLAUSE 19J :

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

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

CLAUSE 19K : EMPLOYMENT OF SKILLED/SEMI-SKILLED WORKERS.

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of

respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-charge. Failure on the part of contractor to obtain approval of Engineer-in-charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

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

CLAUSE 20 : MINIMUM WAGES ACT TO BE COMPILED WITH :

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

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

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

CLAUSE 22 : SUMS PAYABLE BY WAY OF COMPENSATION

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

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

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the 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 consequence shall ensue as provided in the said Clause 21.

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

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

CLAUSE 25 : SETTLEMENT OF DISPUTES & ARBITRATION

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

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

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

iii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Director, IGCAR / Secretary, DAE. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

It is also a term of this contract that no person other than a person appointed by such Director, IGCAR / Secretary, DAE, as aforesaid should act as

arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

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

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

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

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

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

**CLAUSE 25A : NO ARBITRATION FOR DECISION ON
SUB-STANDARD WORK - DELTED**

**CLAUSE 26 : CONTRACTOR TO INDEMNIFY GOVT. AGAINST
PATENT RIGHTS**

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

CLAUSE 27: LUMPSUM PROVISION IN TENDER:

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

CLAUSE 28: ACTION WHERE NO SPECIFICATIONS ARE SPECIFIED

In the case of any clause of work for which there is no such specification as referred to in Clause XI, such work shall be carried out in accordance with the Bureau of Indian Standard specification. In case there are no such specification in Bureau of Indian standards, the work shall be carried out as per manufacturer's specifications, if not available then as per District specification. In case there are no such specification as required above, the work shall be carried out in all respects in accord with the instructions and requirements of the Engineer-in-charge.

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

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

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

2) Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc. to be made after payment of the final bill and if as a result of such audit and technical examination, any sum found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (1) of this clause or in any other manner legally permissible, and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under-payment shall be duly paid by Government to the contractor.

Provided that Government shall not be entitled to recover any sum over-paid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any terms of the contract permitting payment for work after assessment by the Executive Engineer.

CLAUSE 29A : LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

Any sum of money due and payable to contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Government 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 Government or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government or till his claim arising out of 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 or damage whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 30 : EMPLOYMENT OF COAL MINING OR CONTROLLED AREA LABOUR NOT PERMISSIBLE

- DELETED -

CLAUSE 31 : SUPPLY OF UNFILTERED WATER

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

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

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

CLAUSE 31 A : DEPARTMENTAL WATER SUPPLY, IF AVAILABLE

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

- i) The water charges shall be recovered as specified in special conditions.
- ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipeline from existing main of source of supply.
- iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/their own cost in the event of any temporary breakdown in the Government water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such breakdown.

CLAUSE 32 : ALTERNATE WATER ARRANGEMENT

- i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the Government, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use of 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 the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.
- ii) The contractor shall be allowed to construct temporary wells in Government land for taking water for construction purposes only after he has got permission of the Engineer-in-charge in writing. No charges shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to contribution and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

CLAUSE 33 : RETURN OF SURPLUS MATERIALS

Notwithstanding anything contained to the contrary in any or all of the clauses of this contract, where any materials for the execution of the contract are procured with the assistance of Government either by issue from Government stocks or purchase made under orders or permits or licenses issued by Government, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the permission of the Government and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine

having due regard to the condition of the materials. The price allowed to the contractor however, shall not exceed the amount charged to him excluding the element of storage charges if any. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the terms of the licenses or permit and/or for criminal breach of trust, be liable to Government for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

CLAUSE 34 : HIRE OF PLANT AND MACHINERY - DELETED -

CLAUSE 35 : USE OF ASPHALTIC MATERIALS - DELETED -

CLAUSE 36 : EMPLOYMENT OF TECHNICAL STAFF AND EMPLOYEES

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

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than as specified in Schedule "F". The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative according to the provisions of this Clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site before of start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or take instructions. representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-charge and shall also note down instructions conveyed by the Engineer-in-charge designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is/are effectively attending of fulfilling the provision of this clause a recovery non refundable shall be effected from the contractor as specified in Schedule F and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable other technical representative(s) is /are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative along with every on account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

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

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

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

CLAUSE 37 : LEVY/TAXES PAYABLE BY CONTRACTOR

- i) Sales Tax/VAT or any other tax on materials in respect of this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect.
- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar etc. from local authorities.
- iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government. Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

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

- (i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions, if any and the

contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of the condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and further shall furnish such other information/document as the Engineer-in-Charge may require from time to time.

(iii) The contractor shall within a period of 30 days of the imposition of any such further tax or levy pursuant to the Constitution (46th Amendment) Act, 1982, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 39: TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

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

CLAUSE 40 : IF RELATIVE WORKING IN DAE, THEN CONTRACTOR NOT ALLOWED TO TENDER :

The contractor shall not be permitted to tender for works in the Indira Gandhi Centre for Atomic Research, (Responsible for award and execution of contracts) in which his near relative is posted as AO/AAO or as an officer in any capacity between the grades of Engineer-in Charge to Assistant Engineer.(Both inclusive) (SO/C and above.) He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Department of Atomic Energy. Any breach of this condition by the contractor would render him liable to be debarred from tendering in this Department.

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

CLAUSE 41 : NO GAZETTED ENGINEER TO WORK AS CONTRACTOR WITHIN ONE YEAR OF RETIREMENT.

No Engineer of gazetted rank or other gazetted officer employed in Engineering or administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of One years of his retirement from Government Service without the previous permission of Government of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractors service as the case may be.

CLAUSE 42: RETURN OF MATERIALS AND RECOVERY FOR EXCESS ISSUED

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

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

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

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

d) For any other material as per actual requirements.

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

For no scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

iii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

CLAUSE 43 : COMPENSATION FOR DAMAGE TO WORKS DURING WAR LIKE SITUATIONS :

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been

delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or war like operations, the contractor shall, when ordered in writing by the Engineer-in-Charge, remove any debris from the site, collect and properly stack (or remove) in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable materials and for the reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value of the work, originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-Charge up to Rs. 5,000/- and by the Chief Engineer for a higher amount. The contractor shall be paid for the damage/destruction suffered and for the restoring the materials at the rate based on the analysis of rates tendered for in accordance with the provisions of this 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 parties to this contract.

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

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

CLAUSE 44 : APPRENTICES ACT - PROVISIONS TO BE COMPLIED WITH

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Chief Engineer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CLAUSE 45 : REFUND OF SECURITY DEPOSIT AFTER LABOUR CLEARANCE

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