

**हिन्दुस्तान प्रीफैब लिमिटेड**

**HINDUSTAN PREFAB LIMITED**

(भारत सरकार का संस्थान)(A Govt. of India Enterprise)

जंगपुरा, नई दिल्ली JANGPURA, NEW DELHI - 110014 (INDIA)



**NAME OF WORK : Day to day Annual Civil Repairs and Maintenance of Residential & Office Complex of NIHFW at Munirka, New Delhi**

**NIT NO: HPL/DGM(C)/TC/NIHFW/2016-17/99**

**Dated : 27.12.2016**

**G.C.C. 2014 (CPWD)**

**Form 7/8 ( Edition 2014 with up to date correction and amendments)**

**Ph- (011) 43149800-899, Fax: (011) 26340365 E-mail:- [hindprefab@gmail.com](mailto:hindprefab@gmail.com) Website: [www.hindprefab.org](http://www.hindprefab.org)**

## **I N D E X**

| <b>S.NO.</b> | <b>DESCRIPTION</b>   | <b>Clause No.</b> |
|--------------|--|-------------------|
| 1            | General  | 1.0               |
| 2            | Site visit & collecting local information                                    | 2.0               |
| 3            | Scope of Work  | 3.0               |
| 4            | Validity of Tender   | 4.0               |
| 5            | Acceptance of Tender   | 5.0               |
| 6            | Set of Contract Documents  | 6.0               |
| 7            | Earnest Money Deposit  | 7.0               |
| 8            | Mobilization Advance   | 8.0               |
| 9            | Performance Guarantee  | 9.0               |
| 10           | Security Deposit/Retention Money   | 10.0              |
| 11           | Mobilization of Men, Material & Machinery                                    | 11.0              |
| 12           | Income Tax Deduction   | 12.0              |
| 13           | Taxes & Duties   | 13.0              |
| 14           | Royalty on Materials   | 14.0              |
| 15           | Rates to be firm   | 15.0              |
| 16           | Escalation/Price Variation   | 16.0              |
| 17           | Insurance of Work etc.   | 17.0              |
| 18           | Insurance under Workmen Compensation Act.                                    | 18.0              |
| 19           | Third Party Insurance  | 19.0              |
| 20           | Indemnity Against Patent Rights  | 20.0              |
| 21           | Labour Laws to be complied by the Contractor                                 | 21.0              |
| 22           | Labour Safety Provision  | 22.0              |
| 23           | Indemnity Against non-observation of Labour Laws                             | 23.0              |
| 24           | Law Governing the Contract   | 24.0              |
| 25           | Laws By-laws Relating to the Work  | 25.0              |
| 26           | Employment of Personnel  | 26.0              |
| 27           | Technical Staff for Work   | 27.0              |
| 28           | Land for Labour Huts/Site Office and Storage Accommodation                   | 28.0              |
| 29           | Watching & Lighting  | 29.0              |
| 30           | Health & Sanitary Arrangements   | 30.0              |
| 31           | Workmen's Compensation Act.  | 31.0              |
| 32           | Minimum Wages Act.   | 32.0              |
| 33           | Labour Records   | 33.0              |
| 34           | Release of Security Deposit After Labour Clearance                           | 34.0              |
| 35           | Secured Advance against non-perishable materials                             | 35.0              |
| 36           | Measurements of works  | 36.0              |
| 37           | Payments   | 37.0              |
| 38           | Work on Sundays, Holidays and During nights                                  | 38.0              |
| 39           | No Idle Charges towards Labour or P&M etc.                                   | 39.0              |
| 40           | Work to be executed in accordance with Specifications, Drawings, Orders etc. | 40.0              |

|    |  |      |
|----|--|------|
| 41 | Direction for Works  | 41.0 |
| 42 | Order of Precedence of Documents                             | 42.0 |
| 43 | Time schedule & Progress                                     | 43.0 |
| 44 | Water & Electricity  | 44.0 |
| 45 | Materials to be Provided by the Contractor                   | 45.0 |
| 46 | Schedule of Quantities/Bill of Quantities                    | 46.0 |
| 47 | Anti Termite Treatment & Water Proofing Treatment            | 47.0 |
| 48 | Indian Standards   | 48.0 |
| 49 | Centering & Shuttering                                       | 49.0 |
| 50 | Proprietary Materials  | 50.0 |
| 51 | Records of consumption of Cement & Steel                     | 51.0 |
| 52 | Materials and Samples  | 52.0 |
| 53 | Tests & Inspections  | 53.0 |
| 54 | Borrow Areas   | 54.0 |
| 55 | Bitumen Work   | 55.0 |
| 56 | Care of Works  | 56.0 |
| 57 | Work in Monsoon & Dewatering                                 | 57.0 |
| 58 | No Compensation for Cancellation/Reduction of works          | 58.0 |
| 59 | Restriction on subletting                                    | 59.0 |
| 60 | Prohibition of unauthorized construction & occupation        | 60.0 |
| 61 | Co-ordination with other Agencies                            | 61.0 |
| 62 | Setting out of the works                                     | 62.0 |
| 63 | Notice before covering up the work                           | 63.0 |
| 64 | Site Clearance   | 64.0 |
| 65 | Valuable articles found at site                              | 65.0 |
| 66 | Materials obtained from Dismantlement to be owner's property | 66.0 |
| 67 | Set-off of Contractor's Liability                            | 67.0 |
| 68 | Materials Procured with the Assistance of HPL.               | 68.0 |
| 69 | Alternation in Specification, Design and Drawing             | 69.0 |
| 70 | Action and compensation payable in case of Bad Work          | 70.0 |
| 71 | Possession prior to completion                               | 71.0 |
| 72 | Compensation for Delay & Remedies                            | 72.0 |
| 73 | Withholding and lien in respect of sums due from contractor  | 73.0 |
| 74 | Defect Liability Period                                      | 74.0 |
| 75 | Force Majeure  | 75.0 |
| 76 | Jurisdiction   | 76.0 |
| 77 | Suspension of works  | 77.0 |
| 78 | Termination of Contract on Death of Contractor               | 78.0 |
| 79 | Clarification after Tender submission                        | 79.0 |
| 80 | Addenda/Corrigendum  | 80.0 |

|    |  |                            |
|----|--|----------------------------|
| 81 | Quality Assurance Programme  | 81.0                       |
| 82 | Approval of Temporary/Enabling work  | 82.0                       |
| 83 | Contract coordination Procedures Co-ordination meetings and Progress Reporting                                     | 83.0                       |
| 84 | Contract Agreement   | 84.0                       |
| 85 | Manner of Execution of Agreement   | 85.0                       |
| 86 | Purchase preference to Public Enterprises  | 86.0                       |
| 87 | Change in firms' condition to be intimated   | 87.0                       |
| 88 | Labour Safety Provision  | 1.0 to 15.0                |
| 89 | Model Rules for the Protection of Health & Sanitary Arrangements for Workers                                       | 1.0 to 11.0                |
| 90 | Contractor's Labour Regulation   | 1.0 to 17.0                |
| 91 | Prescribed Pro-forma of Workers  | Appendix-A to Appendix-L   |
| 92 | Application for Extension of Time  | Part-I, Part-II & Part-III |
| 93 | Proforma of Bank Guarantee (EMD)   |                            |
| 94 | Proforma of Bank Guarantee (Performance)   |                            |
| 95 | Proforma of Bank Guarantee (Mobilization Advance)  |                            |
| 96 | Proforma of Bank Guarantee (in lieu of Security Deposit)   |                            |
| 97 | Guarantee Bond for Anti Termite Treatment  |                            |
| 98 | Guarantee to be extended by Contractor for Removable of Defects after completion in respect of Water Proofing Work |                            |
| 99 | Agreement Form   |                            |

## **GENERAL CONDITIONS OF CONTRACT**

### **1.0 GENERAL**

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

- 1.1 In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them.
- 1.2 Hindustan Prefab Limited, hereinafter called HPL propose to get the works executed as mentioned in the Contract on behalf of Owner/ Client.
- 1.3 The work will be executed as per drawings "GOOD FOR CONSTRUCTION" to be released by HPL unless otherwise specified elsewhere in the tender documents.
- 1.4 OTHER DEFINITIONS

- a) ENGINEER-IN-CHARGE means the Engineer of HPL who shall supervise and be in-charge of the work from time to time.
- b) WORKS OR WORK: 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.
- c) CONTRACTOR: The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- d) DRAWINGS mean the drawings referred to in the Bill of Quantities, specifications and any modifications of such drawings or such other drawings as may from time to time be furnished or approved by HPL.
- e) SITE means the lands and other places on, under, in or through which the works are to be executed or carried out and any other lands or places provided by HPL or used for the purpose of the agreement.
- f) APPROVAL means approved in writing including subsequent written confirmation of previous verbal approval.
- g) WRITING means any manuscript typed written or printed statement under or over signature and/ or seal as the case may be.

- h) MONTH means English Calendar month "Day" means a Calendar day of 24 Hrs each.
- i) CONTRACT VALUE means the sum for which the tender is accepted as per the letter of intent.
- j) LANGUAGE: All documents and correspondence in respect of this contract shall be in English Language.
- k) BILL OF QUANTITIES or SCHEDULE OF QUANTITIES means the priced and completed Bill of Quantities or Schedule of Quantities forming part of the tender.
- l) OWNER/ CLIENT means Central Government/ State Government/ Municipal Corporation/ Municipal Committee/ Central/State Government Agency for whom HPL is acting as an agent/ implementing agency and on their behalf HPL is entering into the contract and getting the work executed.
- m) IMPLEMENTING/ EXECUTING AGENCY means HPL (Hindustan Prefab Limited)
- n) TENDER means the Contractor's priced offer to HPL for the execution and completion of the work and the remedying of any defects therein in accordance with the provision of the Contract, as accepted by the Letter of Intent or Award letter,. The word TENDER is synonymous with Bid and the word TENDER DOCUMENTS with "Bidding Documents" or "offer documents".
- o) The headings in the clauses/conditions of tender documents is/ are for convenience only and shall not be used for interpretation of the clause/ condition.
- p) Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.

## **2.0 SITE VISIT AND COLLECTING LOCAL INFORMATION**

Before tendering, the tenderer is advised to visit the site, its surroundings to assess and satisfy themselves about the local conditions such as working and other constraints at site, approach roads to the site, availability of water and power supply, application of taxes, duties and levies as applicable, nature of ground, soil and sub-soil condition, underground water table level, accommodations they may require etc. river regime, river water level , other details of river, steams and any other relevant information required by them to execute complete scope of work. The tenderer may obtain all necessary information as to risks, contingencies and other circumstances (insurgencies etc.) which may influence or affect their tender price. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained/ payable by the HPL at a later date.

### **2.1 ACCESS BY ROAD**

Contractor, if necessary, shall build temporary access roads to the actual site of construction for works at his own cost to make the site accessible. The Contractor shall maintain the same in motor-able condition at all the times as directed by Engineer-in-Charge at his own cost. The contractor shall be required to permit the use of any roads so constructed by him for vehicles of HPL or any other agencies/ contractors who may be engaged on the project site, free of cost.

Non-availability of access roads or approach to site, for the use of the contractor shall in no case condone any delay in the execution of work nor be the cause of any claim for compensation.

## 2.2. HANDING OVER AND CLEARING OF SITE

- 2.2.1 The Contractor should note that area for construction may be made available in phases as per availability and in conjunction with pace of actual progress of work at site. The work may be required to be carried out in constrained situations. The work is to be carried out in such a way that the traffic, people movement, if any, is kept operative and nothing extra shall be payable to the contractor due to this phasing/ sequencing of the work. The contractor is required to arrange the resources to complete the entire project within total stipulated time. Traffic diversion, if required, is to be done and maintained as per specification by the contractor at his own cost and the contractor shall not be entitled for any extra payment, whatsoever in this regard.
- 2.2.2 The efforts will be made by the HPL to handover the site to the Contractor free of encumbrances. However, in case of any delay in handing over of the site to the Contractor, the HPL shall only consider suitable extension of time for the execution of the work. It should be clearly understood that the HPL shall not consider any revision in contract price or any other compensation whatsoever viz. towards idleness of Contractor's labour, equipments etc.
- 2.2.3 The Contractor shall be responsible for removal of all over-ground and underground structures (permanent, semi-permanent and temporary) and constructions from the site. The cost to be incurred in this regard shall be deemed to be included in the quoted rates of Bill of Quantities items and contractor shall not be entitled for any extra payment whatsoever, in this regard. Old structures on the proposed site, if required, shall be demolished by the contractor properly. The useful material obtained from demolition of structures and services shall be the property of the owner/ HPL and these materials shall be stacked in workmanship like at the place specified by the Engineer-in-charge.
- 2.2.4 If required, the contractor has to do site clearance, enabling work, barricading, diversion of Roads, shifting/ realignment of existing drains, nallahs etc. at his own cost as per directions of Engineer-in-Charge and the contractor shall not be entitled for any extra payment whatsoever in this regard.
- 2.2.5 Necessary arrangement including its maintenance are to be made by the contractor for temporary diversion of flow of existing drain and road, as the case may be. The existing drain, road would be demolished, wherever required, with the progress of work under the scope of proposed project. The existing Road and drain which are not in the alignment of the said project but are affected and/ or need to be demolished during execution for smooth progress of the project, shall be rehabilitated to its original status and condition (including black topping) by the contractor at his own. The cost to be incurred by contractor in these regards shall be deemed to be included in the quoted rates of the Bill of Quantities items and contractor shall not be entitled for any extra payment whatsoever, in these regards.
- 2.2.6 The Contractor shall be responsible to co-ordinate with service provider/ concerned authorities for cutting of trees, shifting of utilities and removal of encroachments etc. and making the site un-encumbered from the project construction area required for completion of work. This shall include initial and frequent follow up meetings/ actions/ discussions with each involved service provider/ delay in cutting of trees, shifting of utilities and removal of encroachment by the service provider/ concerned authorities.

However, HPL shall consider suitable extension of time and no extra payment on account of compensation for delay will be payable to the contractor.

- 2.2.7 The information about the public utilities (whether over ground or underground) like electrical/ telephone/ water supply lines, OFC Cables, open drain etc. is the responsibility of contractor to ascertain the utilities that are to be affected by the works through the site investigation and collection of information from the concerned utility owners.
- 2.2.8 The contractor shall be responsible to obtain necessary approval from the respective authorities for shifting/re-alignment of existing public utilities. HPL shall only assist to contractor for obtaining the approval from the concerned authorities.
- 2.2.9 Any services affected by the works must be temporarily supported by the contractor who must also take all measures reasonably required by the various bodies to protect their services and property during the progress of works. It shall be deemed to be the part of the contract and no extra payment shall be made to the contractor for the same. Shifting/ re-alignment of public utilities should be done without disturbing the existing one. New service lines should be laid and connected before dismantling the existing one.
- 2.2.10 Shifting/ re-alignment of existing public utilities shall be done by the contractor as per technical requirement of respective bodies or as per direction of Engineer-in-Charge. Shifting/ re-alignment of public utilities includes all materials, labour, tools and plants and any other expenses whatsoever for the same. The cost to be incurred in this regard shall be paid as per BOQ rates or as per terms and conditions of Contract.

In case any of these services are shifted by the State Govt. / local authorities themselves for which deposit as per their estimates is to be made to them, the same shall be deposited by HPL on submission of estimate of concerned Department. However, nothing extra shall be payable to the Contractor.

### **3.0 SCOPE OF WORK**

- 3.1 The scope of work covered in this tender shall be as per the Bill of Quantities, specifications, drawings, instructions, orders issued to the contractor from time to time during the pendency of work. The drawings for this work, which may be referred for tendering, provide general idea only about the work to be performed under the scope of this contract. These may not be the final drawings and may not or indicate the full range of the work under the scope of this contract. The work will be executed according to the drawings to be released as "GOOD FOR CONSTRUCTION" from time to time by the Engineer-in-Charge of HPL and according to any additions/ modifications/ alterations/ deletions made from time to time as required by any other drawings that would be issued to the contractor progressively during execution of work. It shall be the responsibility of the contractor to incorporate the changes that may be in this scope of work, envisaged at the time of tendering and as actually required to be executed.
- 3.2 The quantities of various items as entered in the "BILL OF QUANTITIES" are indicative only and may vary depending upon the actual requirement. The contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual item specified in the bill of quantities. The variation of quantities will be as per clause No.69 of contract.



#### **4.0 VALIDITY OF TENDER**

The tender for the works shall remain open for acceptance for a period of 180 (eighty) days from the date of opening of Price Bid of Tenders. The earnest money will be forfeited without any prejudice to any right or remedy, in case the contractor withdraws his tender during the validity period or in case he changes his offer to his benefits which are not acceptable to HPL. The validity period may be extended on mutual consent.

#### **5.0 ACCEPTANCE OF TENDER**

The HPL reserves to itself the authority to reject any or all the tenders received without assigning any reason. The acceptance of a tender shall be effective w.e.f. the date on which the telegram/ letter of intent of acceptance of the tender is put in the communication by the HPL. HPL also reserves the right to Split the work among two or more parties at lowest negotiated rate without assigning any reason thereof. The contractor is bound to accept the portion of work as offered by HPL after split up at the quoted/ negotiated rates.

#### **6.0 SET OF CONTRACT DOCUMENTS**

The following documents will complete a set of tender document.

- a) Notice inviting tender
- b) Instructions to tenderers.
- c) General Condition of Contract
- d) Special Conditions of Contract
- e) Technical specifications (General, Additional & Technical specifications)
- f) Schedule of Rates/Bills of quantities
- g) Tender Drawings

#### **7.0 EARNEST MONEY DEPOSIT**

Earnest Money of amount as mentioned in "Memorandum to Form of Tender" required to be submitted along with the tender shall be in the form of Demand Draft payable at place as mentioned in "N.I.T., I.T.T." In case the amount of earnest money exceeds Rs.10 Lakh (Rs. Ten Lakh) the balance amount of the earnest money is acceptable in the form of Bank Guarantee also. The unconditional and irrevocable Bank Guarantee should be issued by a **Nationalised Bank or ICICI, IDBI, HDFC & Axis Bank in India**. The Bank Guarantee shall be valid at least for 180 days effective from the last day of submission of tender.

- 7.1 EMD shall accompany the offer and be placed in the sealed envelope cover of the offer as detailed in Notice Inviting Tender/ Instructions to Tenderers. Any tender not accompanied with the requisite E.M.D. along with letter of acceptance shall be rejected and such tenderer (s) will not be allowed to attend the opening of bids.
- 7.2 The EMD of all unsuccessful tenderers will be returned within (30) thirty days of the Award of the Contract to successful bidder. Subject to clause 7.6 herein below, EMD in form of Bank Guarantee of successful tenderer shall be returned after submission of Performance Guarantee by him.
- 7.3 Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s)/ conditions(s) (except unconditional rebate on price, if any) in/ along-with the tender.
- 7.4 In case the conditions 7.3 mentioned above is found violated at any time after opening of tender, the tender shall be summarily rejected and HPL shall, without prejudice to any other right or remedy, be at liberty to forfeit the full said Earnest Money absolutely.

- 7.5 No interest will be payable by the HPL on the said amount covered under EMD.
- 7.6 EMD of successful tenderer, if deposited in the form of Demand Draft, shall be treated as part of Security deposit.
- 7.7 In case the contractor fails to commence the work specified in the tender documents on 10<sup>th</sup> day or such time mentioned in letter of award (LOI) after the date on which the engineer-in-charge issue written order to commence or from the date of handing over of the site, whichever is later, the HPL shall, without prejudice any other right or remedy, be at liberty to forfeit whole of the Earnest Money absolutely.

## **8.0 MOBILIZATION ADVANCE**

- 8.1 Mobilization advance not exceeding 10% of the tendered value may be given in 3 (three) installments, 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 an unconditional and irrevocable Bank Guarantee/Bond from a **Nationalised Bank or ICICI, IDBI, HDFC & Axis Bank** in India as specified by the Engineer-in-Charge, for the 110% value of advance before the release of payment of such advance to the Contractor.
- 8.2 The first installment of 50% (Fifty percent) of total mobilization advance shall be paid after signing of agreement and upon submission of Performance Guarantee.
- 8.3 The second installment of 25% (twenty five percent) of total mobilization advance will be paid after setting up of site office and facilities as per contract, completion of mobilization of Plant & Machinery, scaffolding & shuttering materials etc.
- 8.4 The third installment of balance 25% (twenty five percent) of total mobilization advance shall be paid on completion of 10% of work in terms of cost and after contractor has fully mobilized at site.
- 8.5 Mobilization Advance shall be admissible only for works where estimated cost put to tender is Rupees Two Crore and above.
- 8.6 Recovery of Mobilization Advance

The mobilization advance shall bear simple interest at the rate of 10% (Ten 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 advance shall be made by deduction from the contractors bill commencing after first ten percent of the gross value of the work is executed and paid on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid together with interest due on the entire outstanding amount upto the date of recovery of the installment or 80% (eighty percent) of the stipulated contract period is over, which ever is earlier. If there remains any balance amount of Mobilization advance yet to be recovered on expiry of 80% of contract period the contractor shall deposit the amount in cash immediately failing which HPL may realize the balance amount by invoking the bank guarantee of contractor for which decision of the HPL shall be final and binding on all concerned.

8.7 The mobilization advance bank guarantee shall be released progressively on recovery of the respective amount of Mobilization Advance.

8.8 Notwithstanding what is contained in clause Nos. 8.1 to 8.4, no mobilization advance whatsoever shall be payable, if payment of mobilization advance is not mentioned in the memorandum to the form of tender.

**9.0 PERFORMANCE GUARANTEE**

9.1 Within 15 (Fifteen) days after signing of the agreement or within such extended time as may be granted by HPL in writing, the contractor shall submit an irrevocable and unconditional performance Bank guarantee in the form appended from any from any **Nationalised Bank or ICICI, IDBI, HDFC & Axis Bank in India** equivalent to 5% (Five percent) of the tendered amount, in addition to other deposits mentioned elsewhere in the contract for the proper performance of the contract agreement (notwithstanding and/ or without prejudice to any other provisions in the contract) within the contract period (including approved/ extended period of contract, and defect liability period as specified in the contract. In case the contractor fails to submit the Performance Guarantee of the requisite amount within the stipulated period, letter of Intent/ award will stand withdrawn and EMD of Contractor shall be forfeited.

9.2 In case the cost of the work exceeds the original tendered value/ contract value on account of extra items, deviations, additional works, etc. the Performance Guarantee equivalent to 5% of additional cost (over and above the tendered value/ contract value) shall be furnished by the contractor, failing which recovery @ 5% of such additional amount shall be made from the Running Account Bills including final bill of the contractor.

9.3 The Guarantee shall be in the form of demand draft from any from **any Nationalised Bank or ICICI, IDBI, HDFC & Axis Bank** in India drawn in favour of Hindustan Prefab Limited payable at New Delhi (in case Guarantee amount is less than Rs.100,000/- (Rupees One Lac). In case the Guarantee amount is Rs.100,000/- (Rupees One Lac) or more, the Bank Guarantee shall be given for the equivalent amount from any from any **Nationalised Bank or ICICI, IDBI, HDFC & Axis Bank** in India.

9.4 The Performance Guarantee shall be valid upto 60 (sixty) days after the end of defect liability period. On expiry of 60 days after satisfactory completion of Defect Liability period as certified by the Engineer in charge, the Bank Guarantee will be returned to the contractor without any interest.

9.5 In case the contractor fails to extend the validity of Bank Guarantee beyond the validity date the Engineer-in-charge shall invoke the Bank Guarantee and claim full amount stipulated therein from the issuing Bank.

9.6 The Bank Guarantee shall also be invoked in case the contractor fails to pay HPL any amount due either as agreed by him (Contractor) or determined under any of the claims/ conditions of the agreement within 30 days of the service of notice to the effect by Engineer-in-charge.

9.7 In the event of the contract being determined or rescinded under provision of any of the clause/ condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of HPL.

## 9.8 ADDITIONAL PERFORMANCE GUARANTEE FOR EXISTING CONTRACTOR.

9.8.1 In case bidder is a working contractor of HPL at the time of issuance Letter of Intent (LOI) for the work, the bidder has to furnish an additional performance Bank Guarantee of 1% (One percent) of the Contract Value of the work, in case working capacity of the bidder is less than the aggregate of balance work-load of all the works of the bidder with HPL as on date of placement of LOI for this work. The balance work-load shall also include the value of work awarded but not yet started and finally approved value of this work. This additional Performance Bank Guarantee shall be in addition to the Performance Bank Guarantee of the works to be furnished by the bidder as specified in clause No. 9.1 above. Further, no relaxation in Performance Bank Guarantee as in clause No.9.1 above shall be made in case working capacity works-out to be more than the balance value of works as mentioned above. The working capacity of the contractor shall be calculated as under:

9.8.2 WORKING CAPACITY=2.5X (Average Turnover of the party as per latest three audited Balance Sheets)

NOTE: The decision of amount of additional performance Guarantee as above shall be taken by HPL and shall be final & binding to the contractor.

9.8.3 In case the contractor fails to submit the additional Performance Guarantee of the requisite amount within 15 days from the date of issue of letter of award or within such extended time as may be granted by HPL in writing, the letter of Intend (Award) will stand withdrawn and EMD of the Contractor shall be forfeited.

## 9.9 ABNORMALLY HIGH AND LOW RATED ITEMS

For item rate tenders if, the rates quoted by the lowest bidder for certain items of the Bill of Quantities of the Tender are found to be abnormally high or low in comparison to the Market Rate Analysis of the item(s) done by HPL and/ or in comparison to HPL's method of working out market rate justification for the items, the same shall be governed as under in order to avoid financial loss to HPL in the event of default of contractor:

- (i) For Abnormally High Rated items (AHR), the progressive payment shall be 80% (Eighty percent) of the payment due to the contractor against execution of the AHR item. The balance withheld 20% (twenty percent) payment shall be released after 75% of total value of the original contract is complete in financial terms. This 20% withheld payment can be released to contractor on submission of an unconditional Bank Guarantee of equivalent amount in the proforma of HPL. This Bank Guarantee shall be valid till completion or extended completion period. The withheld amount/Bank Guarantee shall be revoked in case of failure of contractor to execute some or all Abnormally Low Rated (ALR) items required for completion of work. Further, deviation limit for AHR items shall be nil on plus sides and 100% on minus side. The provision of deviation limit of clause 69.1 (vi) shall not apply to AHR items. In case of deviation of quantities given in schedule of quantities for AHR items on plus side, the same shall be governed by clause 69.2. The decision of Engineer-in-Charge of HPL in this regard shall be final and binding on the Contractor.

- (ii) For Abnormally Low Rated (ALR) items, the contractor shall submit Bank Guarantee of difference in total of amount of ALR item(s) and the total amount of corresponding items at Market Rates of HPL. This Bank Guarantee shall be valid till completion of project. In exceptional circumstances, the amount of Bank Guarantees may be reduced or Bank guarantee released earlier than completion period if, in view of engineer-in -charge, all ALR items as provided in the contract are executed as per terms of contract and/ or not required to be executed.

Notwithstanding what is contained in para 9.9 (i) & (ii) above, the provisions of para 9.9 (i) & (ii) shall not be applicable on tenders invited on percentage rate basis.

The decision of HPL on identification/marketing of AHR and ALR item shall be final and binding on the contractor. In case the contractor do not agree for furnishing of Bank Guarantee as above towards AHR and ALR items, at the time of award of works, the EMD/ Performance Guarantee of the contractor shall be forfeited and decision of HPL in this regard shall be final & binding on the contractor.

#### **10.0 SECURITY DEPOSIT/ RETENTION MONEY**

The Security Deposit or the Retention Money shall be deducted from each Running Account Bill of the contractor @ 5% (Five percent only) of the gross value of each Running Account Bill. The Earnest money deposited by the tender in the form of DD only will be treated as part of Security deposit.

The Security Deposit or Retention Money shall be refunded without any interest to the Contractor after satisfactory expiry of defects liability period (referred to in clause No.74) or on payment of the amount of the final bill which ever is later. (Please refer clause No.34.0)

If the amount of Security Deposit deduction in cash is more than Rs. 10.00 lakh (Rupees ten lakh only), the excess amount can be refunded to contractor against submission of Bank Guarantee of equivalent amount from Scheduled Bank in the prescribed proforma of HPL.

#### **11.0 MOBILIZATION OF MEN, MATERIALS AND MACHINERY:**

- 11.1 All expenses towards mobilization at site and de-mobilization including bringing in equipment, work force, materials, dismantling the equipments, clearing the site etc. shall be deemed to be included in prices quoted and no separate payment on account of such expenses shall be entertained.
- 11.2 It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipments, scaffoldings and safety, gadget, lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all jobs as per the specifications and within the schedule time of completion of work. Further, contractor shall also be responsible for obtaining temporary electric and water connection for all purposes. The contractor shall also make standby arrangements for water & electricity to ensure un-interrupted supply.
- 11.3 It shall be the responsibility of the contractor to obtain the approval for any revision and/or modification desired by him from HPL before implementation. Also such revisions and/ or modifications if accepted/approved by the HPL shall be carried at no extra cost to HPL

- 11.4 The procurement and supply in sequence and at the appropriate time of all materials and consumable shall be entirely the contractor's responsibilities and his rates for execution of work shall be inclusive of supply of all these items.
- 11.5 It is mandatory for the contractor to provide safety equipments and gadgets to its all workers, supervisory and Technical staff engaged in the execution of the work while working. The minimum requirement (but not limited to ) shall be gum boots, safety helmets, Rubber hand gloves, face masks, safety nets, belts, goggles etc. as per work requirements. Sufficient nos. of these equipments and gadgets shall also be provided to HPL by the contractor at his own cost for use of HPL officials and/or workforce while working/supervision at site. No staff/worker shall be allowed to enter the site without these equipments /gadgets.

The cost of the above equipments/ gadgets are deemed to be included in the rates quoted by the contractor for the items & works as per Bill of Quantities and contractor shall not be entitled for any extra cost in this regard. The above norm is to be strictly complied with at site. In case the contractor is found to be deficient in providing Safety Equipments/ Gadget in the opinion of Engineer-in-charge, the Engineer-in-charge at his option can procure the same at the risk & cost of contractor and provide the same for the use of worksite and shall make the recoveries from the bills of the contractor for the same. The decision of the Engineer-in-charge shall be final and binding on contractor in this regard.

- 11.6 All designs, drawings, bill of quantities, etc., except Bar Bending Schedule, Shop & Fabrication drawings, for all works shall be supplied to the contractor for all buildings services and development works by HPL in phased manner as the works progress. However, it shall be the duty and responsibility of the contractor to bring to the notice of the HPL in writing as to any variation, discrepancy or any other changes required and to obtain revised drawings and designs and/ or approval of the HPL in writing for the same.
- 11.7 One copy of contract document including drawings furnished to the contractor shall be kept at the site and the same shall at all reasonable times be available for inspection.
- 11.8 All materials, construction plants and equipments etc. once brought by the contractor within project area, will not be allowed to be removed from the premises without the written permission of the HPL. Similarly, all enabling works built by the contractor for the main construction undertaken by him, shall not be dismantled and removed without the written authority of the HPL.
- 11.9 Contractor shall have to prepare the Bar Bending Schedule, shop and fabrication drawings free of cost, if required, for any of the items of work. Five copies of these drawings each including for revision will be submitted to HPL for approval. Before executing the item, shop drawings should be got approved by HPL.
- 11.10 HPL shall supply Work Force in the various categories to assist the contractor in execution of the works on recoverable basis as per provision mentioned elsewhere in the contract.

## **12.0 INCOME TAX DEDUCTION**

Income Tax deductions shall be made from all payments made to the contractor including advances against work done, as per the rules and regulations in force, in accordance with the Income Tax rates prevailing from time to time.

### **13.0 TAXES AND DUTIES**

- 13.1 The contractor shall be responsible for the payment, wherever payable, at his own cost of all taxes such as excise duty, custom duty, sales tax/ turn over tax/ WCT/ VAT, including the purchase tax, consignment tax, service tax or any other similar tax in the state concerned, toll tax, octroi charges, royalty cess, Building & Other Construction Workers' Welfare Cess, levy and other tax(es) or duty(ies) which may be specified by local/ state/ central government from time to time on all materials, articles which may be used for this work. The rates quoted by him in the tender in bill of quantities shall be inclusive of all such taxes, duties etc. The imposition of any new and/or increase in the aforesaid taxes, duties, levies (including fresh imposition of Work Contract Tax, Turnover Tax, Sales Tax on Work Contract, VAT, Building & Other Construction Workers welfare cess, service tax or any other similar Tax) etc. during the currency of the contract shall be borne by contractor and shall not be paid or reimbursed to the contractor by HPL. In the event of non-payment/ default in payment of any octroi, royalty cess, turnover tax, sales tax/ WCT/ VAT, including the purchase tax, consignment tax, Building & Other Construction workers welfare cess, service tax or any other similar tax in the state concerned, customs, excise or any other levy/ tax including labour dues etc, by contractor/supplier, HPL reserves the right to with-hold the dues/payments of contractor and make payment to local/state/ central Government authorities or to labourers as may be applicable. The contractor should submit alongwith the tender Registration Certificate with Sales Tax on Works contract/VAT authorities etc. Otherwise appropriate recoveries shall be made from his bills.
- 13.2 The rate quoted by the contractor shall be deemed to be inclusive of Sales Tax, Turnover Tax on Works Contract/ VAT or any similar tax as per the Sales Tax Act/ VAT Act applicable in the State and it shall not be reimbursed by HPL. Tax deductions at source shall be made as per laws prevalent in the State.
- 13.3 The stamp duty and registration charges if any, on the Contract Agreement levied by the Govt. or any other Statutory Body shall be borne by the Contractor.
- 13.4 It will be incumbent upon the contractor to obtain a registration certificate as a dealer under the Local Sales Tax Act/ VAT Act and the Central Sales Tax Act and necessary evidence to this effect shall be furnished by the contractors to HPL. Sales tax on the transactions between the contractor and his sub-contractor/ venders etc. shall not be reimbursed by HPL. The contractor shall be responsible for any taxes that may be levied hereunder on the transaction between contractor and HPL.
- 13.5 The bidder shall quote his rates inclusive of Turnover Tax/ Sales Tax on works contract/ VAT payable to State Govt. with other taxes, duties, levies etc. in conjunction with other terms and conditions. In case, the Turnover Tax/ Sales Tax on works contract/ VAT on execution of works is waived off by the State Govt. at later stage for this project the equivalent amount from the date of waiver of such tax (as per prevailing rate as on the date of waiver of Turnover Tax/ Sales Tax on works contract) shall be deducted from the amount payable to the contractor from subsequent Running Accounts Bills.

**13.6 VALUE ADDED TAX (VAT)**

The consideration agreed for the execution of said contract shall includes the tax, duties, cess etc. such as excise duty, service tax, VAT which is leviable or may be levied in future under, any State Law or the Central Law on execution of said contract, such taxes shall be borne by the contractor and shall not be reimbursed by HPL. Further if dues of any variance in such tax, duties, cess etc., if there is any increase in the taxes, the same shall also be borne by the contractor where under any of the State or Central Law, these is requirement of deduction of tax at source, the same shall be deducted from the amount paid or payable to the contractor pursuant to this contract and shall be deposited to the Government/ Authorities by HPL. HPL shall issue the documents/ forms/ certificates as prescribed under the relevant law, in respect of the amount so deducted from the amount paid or payable to the contractor. HPL shall have full rights to withhold the amount payable to the contractor in pursuant of this contract if contractor does not fulfill his obligations under any State or Central Law relating to execution of said contract. In case the amount has already been paid, HPL has the right to recover such payment from the Contractor.

**14.0 ROYALTY ON MATERIALS:**

The contractor shall deposit royalty and obtain necessary permit for supply of bajri, stone, kankar sand etc. from the local authorities and quoted rates shall be inclusive of royalty. The contractor shall be required to furnish with each bill as documentary evidence in support of deposit of royalty charges with the local authority.

**15.0 RATES TO BE FIRM**

- 15.1 The rates quoted by the tenderer shall be firm, fixed and final for the entire period of completion and till handing over of the work. No revision in rates or any escalation shall be allowed on account of any increase in prices of materials, labour, POL and Overheads etc. or any other statutory increase during the entire contract period (including extended period).
- 15.2 The contractor shall be deemed to have inspected the site, its surrounding and acquainted itself with the nature of the ground, accessibility of the site and full extent and nature of all operations necessary for the full and proper execution of the contract, space for storage of materials, constructional plant, temporary works, restrictions on the plying of heavy vehicles in area, supply and use of labour, materials, plant, equipment and laws, rules and regulations, if any, imposed by the local authorities.
- 15.3 The rates and prices to be tendered in the bill of quantities are for completed and finished items of works and complete in all respects. It will be deemed to include all constructional plant, labour, supervision, materials, transport, all temporary works, erection, maintenance, contractor's profit and establishment/ overheads, together with preparation of designs& drawings pertaining to casting yard, shop drawing, fabrication drawing(if required), staging form work, stacking yard, etc. all general risk, taxes, royalty, duties, cess, octroi and other levies, insurance liabilities and obligations set out or implied in the tender documents and contract.



- 15.4 Unless otherwise specified in the Bill of Quantities (BOQ), the contractor has to make his own arrangement for dewatering/ bailing out of water, effluent including strutting, shoring etc. At every stages of work wherever required (including Tunnel work) including working under foul condition as per direction of Engineer-in-Charge at his own cost and the contractor shall not be entitled for any extra payment, whatsoever, in this regard.
- 15.5 If required to make work site suitable for execution, contractor shall have to clear jungle including of rank vegetation, grass, trees etc., clear & clean existing drains/ canals (including strutting, shoring and packing cavities) and dispose them out of the site up-to any lead and lift as per direction of Engineer-in-Charge. The contractor should inspect the sites of work from this point of view. Unless otherwise specified in the Bill of Quantities, the cost to be incurred in this regard shall be deemed to be included in his quoted rates of BOQ items and the contractor shall not be entitled for any extra payment in this regard.
- 15.6 If any temporary/ permanent structure is encountered or safety of such structure in the vicinity is endangered due to execution of the project, the contractor has to protect the structures by any means as per direction of Engineer-in-Charge. If any damage caused to any temporary or permanent structure(s) in the vicinity is caused due to execution of the projects, the contractor has to make good the same by any means as per direction of Engineer-in-Charge. The contractor should inspect the site of work from this point of view. The cost to be incurred in this regard shall be deemed to be included in his quoted rates of BOQ items and the contractor shall not be entitled for any extra payment in this regard.

#### **16.0 ESCALATION/ PRICE VARIATION**

No claim on account of any price variation/ Escalation on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ) quoted by Contractor shall be firm and fixed for entire contract period as well as extended period (including defect liability period), for completion of the works. No escalation/price variation clause shall be applicable on this contract.

#### **17.0 INSURANCE OF WORKS ETC.**

Contractor is required to take contractor's all risk policy from an approved insurance company in the combined names of owner, HPL and Contractor and bear all costs towards the same for the full period of execution of works and till handing over of the work to the client including the defect liability period for the entire cost of contract against all loss or damage from whatever cause arising other than excepted risks for which he the responsible under the terms of the contract and in such manner that the Owner, HPL and the contractor are covered during the period of construction of works and/ or also covered during the period of defect liability for loss or damage, as under.:

- a) The work and the temporary work for the full value of such works.
- b) The materials, constructional plant, centering, shuttering and scaffolding materials and other things brought to the site for their full value.

The contractor shall submit the original policy or the policies of insurance and the original receipts of payment of the premiums to the Engineer-in-Charge to be kept in the custody of HPL.

#### **18.0 INSURANCE UNDER WORKMEN COMPENSATION ACT**

Contractor is required to take insurance cover under the Workmen Compensation Act, 1923 amended from time to time for the whole period of execution of works including the defect liability period from an approved insurance company and pay premium charges thereof. The contractor shall submit the original policy or the policies of insurance in the combined names of owner, HPL and Contractor and the original receipt of payment of the premiums to the Engineer-in-charge to be kept in the custody of HPL.

Recovery of compensation paid to workmen in the event of an accident any workman employed by the contractor for execution of the works, suffers an injury or death and is to be compensated under the provisions sub-section (1) of section 12, of the Workmen's Compensation Act, 1923 by the contractor and if the contractor fails to compensate, the employer shall be entitled to recover from the contractor the amount of the compensation so paid and, without prejudice to the rights of the employer under section 12, sub-section (2), of the said Act. The employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under this contract or otherwise. Employer shall not be bound to contest any claim made against it under sub-section (1) section 12, of the said Act, except on the written request of the contractor and upon his giving to employer full security for all cost for which employer might become liable in consequence of contesting such claim.

#### **19.0 THIRD PARTY INSURANCE**

Contractor is required to take third party insurance cover in the combined names of owner, HPL and Contractor for the whole period of execution including defect liability period for amount of 5% (five percent) of entire cost of contract from an approved insurance company for insurance against any damage, injury or loss which may occur to any person or property including that of Owner, HPL, arising out of the execution of the works or temporary works. The contractor shall submit the original policy or the policies of insurance and the original receipt of payment of the current premiums to the Engineer-in-Charge to be kept in the custody of HPL.

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

#### **20.0 INDEMNITY AGAINST PATENT RIGHTS**

The contractor shall fully indemnify the HPL from and against all claims and proceedings for or on account of any infringement of any patent rights, design, trademark or name or other protected rights in respect of any construction plant, machine, work or material used for in connection with the works or temporary works.

## **21.0 LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR**

### **21.1 Labour License:**

The contractor shall obtain a valid license under the contract labour (R & A) Act 1970 and the contract labour Act (R & A) central Rules 1971 as amended from time to time, and continue to have a valid license until the completion of the work including defect liability period. The contractor shall also abide by the provision of the child labour (Prohibition and Regulation) Act.1986 as amended from time to time. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out the resultant for non execution of the work before the commencement of work.

### **21.2 BUILDING AND OTHER CONSTRUCTION WORKERS WELFARE CESS:**

The Contractor shall be liable to pay Cess levied under the Building and Other Construction Workers Welfare Cess Act, 1996, at such rates so may be notified by the Govt. from time to time. The HPL shall deduct at source from every Running Account Bill of the Contractor, the said Cess at such rates for the time being prevailing which shall not exceed 2% (Two percent) but not be less than 1% (One percent) of the cost of Construction incurred by the contractor.

### **21.3 No Labour below the age of 18 years shall be employed on the work.**

## **22.0 LABOUR SAFETY PROVISION**

The contractor shall be fully responsible to observe the labour safety provisions

## **23.0 INDEMNITY AGAINST NON-OBSERVANCE OF LABOUR/ LABOUR LAWS**

23.1 The contractor shall be fully responsible for observance of all labour laws applicable including local laws and other laws applicable in this matter and shall submit indemnity bond on non-judicial stamp paper duly notarized indemnifying Employer/ HPL against effect or non observance of any such laws. The contractor shall be liable to make payment to all its employees, workers and sub-contractors and make compliance with labour laws. If HPL or the client/owner is held liable as "Principal Employer" to pay contributions etc. under legislation of Govt. or Court decision in respect of the employees of the contractor, then the contractor would reimburse the amount of such payments, contribution etc. to HPL and/ or same shall be deducted from the payments, security deposit etc. of the contractor.

23.2 The contractor shall submit proof of having valid EPF registration certificate. In absence of the said certificate payment to the extent of 5.277% (Five point two hundred Seventy Seven percent only) of the value of the Running Account bill may be withheld by HPL and shall be released only after the production of the EPF registration certificate from the concerned authorities. If it is incumbent upon HPL to deposit withheld amount with EPF authorities, the withheld amount shall be deposited by HPL with EPF authorities. In such a case HPL shall not refund this withheld amount to the contractor even after the production of EPF registration certificate.

## **24.0 LAW GOVERNING THE CONTRACT**

This contract shall be governed by the Indian Laws for the time being in force.

## **25.0 LAWS, BY LAWS RELATING TO THE WORK**

The contractor shall strictly abide by the provisions, for the time being in force, of any law relating to works or any local authority or any water & lighting agencies or any undertakings within the limits of the jurisdiction of which the work is proposed to be executed. The contractor shall be bound to give to the authorities concerned such notices and take all approvals as may be provided in the law, regulations or by laws as aforesaid, and to pay all fees and taxes payable to such authorities in respect thereof as may be provide in the law, regulations or bylaws as aforesaid, and to pay all fees and taxes payable to such authorities in respect thereof.

## **26.0 EMPLOYMENT OF PERSONNEL**

26.1 The contractor shall employ only Indian Nationals as his representatives, servants and workmen after verifying their antecedents and loyalty. He shall ensure that no personnel of doubtful antecedents and any other nationality in any way is associated with the works.

26.2 The HPL shall have full power and without giving any reason to the contractor, immediately to get removed any representative, agent, servant and workmen or employees on account of misconduct negligence or incompetence or whose continued employment may in his opinion be undesirable. The contractor shall not be allowed any compensation on this account.

## **27.0 TECHNICAL STAFF FOR WORK**

27.1 The contractor shall employ at his cost the adequate number of technical staff during the execution of this work depending upon the requirement of work. For this purpose the numbers to deployed, their qualification, experience as decided by HPL shall be final and binding on the contractor. The contractor shall not be entitled for any extra payment in this regard. The technical staff should be available at site, whenever required by HPL to take instructions.

27.2 Within 15 days of letter of intent, the contractor shall submit a site organizational chart and Resume including details of experience of the Project-in Charge and other staff proposed by him and shall depute them on the project after getting approval from Engineer-in-Charge. If desired by the contractor at later date, the Project-in-Charge and other staff whose resume is approved by HPL can be replaced with prior written approval of HPL and replacement shall be with equivalent or superior candidate only. Decision of Engineer in-Charge shall be final and binding on the contractor.

Even after approving the site organizational chart, the Engineer-in-Charge due to nature and exigency of work can direct the contractor to depute such additional staff as in his view is necessary and having qualification and experience as approved by the Engineer-in-Charge. The removal of such additional staff from the site shall only be with the prior written approval of Engineer-in-Charge. The contractor shall not be paid any thing extra whatsoever on account of deployment of additional staff and decision of the Engineer-in-charge shall be final and binding on the contractor.

- 27.3 In case the contractor fails to employ the staff as aforesaid he shall be liable to pay a reasonable amount not exceeding a sum of Rs25,000(Rupees Twenty Five Thousand only) for each month of default in the case of each person. The decision of the Engineer-in-Charge as to number of Technical Staff to be adequate for the project and other period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor as to the amount and the contractor's liability to pay the said amount.

**28.0 LAND FOR LABOUR HUTS/SITE OFFICE AND STORAGE ACCOMMODATION**

- 28.1 The contractor shall arrange the land for temporary office, storage accommodation and labour huts at his own cost and get the clearance of local authorities for setting up of labour camp and same is deemed to be included in the rates quoted by the contractor for the work.

The contractor shall ensure that the area of labour huts is kept clean and sanitary conditions are maintained as laid down by the local authorities, controlling the area. The labour huts shall be so placed that it does not hinder the progress of work or access to the work site. The vacant possession of the land used for the purpose shall be given back by contractor after completion of the work. The security deposit of the contractor shall be released only after contractor demolishes all structures including foundations and gives back clear vacant possession of this land.

- 28.2 In the event the contractor has to shift his labour campus at any time during execution of the work on the instructions of local authorities or as per requirement of the work progress or as may be required by HPL, he shall comply with such instructions at his cost and risk and no claim whatsoever shall be entertained on this account.

**29.0 WATCHING AND LIGHTING**

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

**30.0 HEALTH & SANITARY ARRANGEMENTS**

In case of all labour directly or indirectly employed in work for the performance on the contractor's part of this contract, the contractor shall comply with all rules framed by Govt. from time to time for the protection of health and sanitary arrangements for workers

**31.0 WORKMEN'S COMPENSATION ACT**

The contractor shall at all times indemnify HPL and Owner against all claims for compensation under the provision of workmen's compensation Act or any other law in force, for any workmen employed by the contractor or his sub-contractor in carrying out the contract and against all costs and expenses incurred by the HPL therewith.

**32.0 MINIMUM WAGES ACT**

The contractor shall comply with all the provisions of the minimum Wages Act, 1948, contract labour Act (R&A) 1970, and rules framed there under and other labour laws/local laws affecting contract labour that may be brought into force from time to time.

### **33.0 LABOUR RECORDS**

The contractor shall submit by the 4<sup>th</sup> & 19<sup>th</sup> of every month to the Engineer-in-Charge of HPL a true statement, showing in respect of the second half of the preceding month and the first half of the current month, respectively, of the following data:-

- a) The number of the labour employed by him (category-wise).
- b) Their working hours.
- c) The wages paid to them.
- d) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused.
- e) The number of female workers who have been allowed Maternity Benefits and the amount paid to them.
- f) Any other information required by Engineer-in-Charge.

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

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete, the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security deposit will be released if otherwise due. (Please refer clause No. 10.0).

### **35.0 SECURED ADVANCE AGAINST NON-PERISHABLE MATERIALS**

Interest free secured advance up-to a maximum of 75% (Seventy five percent) of the Market value of the Materials or the cost of materials as derived from the tendered item rate of the contractor, whichever is less, required for incorporation in the permanent works and brought to site and duly certified by HPL site Engineer-in-charge shall be paid to the Contractor for all non-perishable items as per CPWD/MOST norms. The advance will be paid only on submission of Indemnity Bond in the prescribed pro-forma. The advance shall be recovered in full from next Running Account bill and fresh advance paid for the balance quantities of materials. The contractor shall construct suitable godown at the site of work for safe storing the materials against any possible damages due to sun, rain, dampness, fire, theft etc. at his own cost. He shall also employ necessary watch & ward establishment for the purpose at his costs and risks.

Such secured advance shall 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.

### **36.0 MEASUREMENTS OF WORKS**

Unless otherwise mentioned in the bill of quantities the measurements of works shall be done as per MOST/ CPWD specifications (as specified in Technical Specification of tender) and if the same is not given in the MOST/ CPWD Specifications, the same shall be measured as per latest relevant BIS codes in force. The quantity of steel reinforcement and the structural steel sections incorporated in the work shall be measured & paid on the basis of standard coefficients of sections as per BIS Codes of practice.

All measurements and levels shall be taken jointly by the Engineer-in-charge or his authorized representative and by the contractor or his authorized 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 measurement recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-In-charge or his representative, HPL shall not entertain any claim from contractor or any loss of damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurement after the contractor or his authorized representative has been given a notice in writing 3 (three) 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 measurement and recording levels.

### **37.0 PAYMENTS**

37.1 The bill shall be submitted by contractor each month on or before the date fixed by the Engineer-in-Charge for all works executed in previous months. The contractor shall prepare computerized bills using the programme as approved by Engineer-in-charge as per prescribed format/ proforma. The Contractor shall submit two numbers of hard copies and one soft copy of floppy/ CD for all bills. Subject to clause 37.3 herein below, the payment due to the contractor shall be made within fifteen days of getting the measurements verified from the Engineer-in-Charge or his subordinate/ representative and certification of bill by the Engineer-in-charge.

37.2 All running payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and/ or accepted by HPL and shall not preclude the recovery for bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the Contract, or any part thereof, in this respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the HPL under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise, or in any other way vary/ affect the contract. The final bill shall be submitted by the contractor within three months of the completion of work, otherwise HPL's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on contractor.

Each Running Bills should be accompanied by two sets of at-least requisite photograph as per direction of Engineer-in-Charge taken from various points depicting status of work as on Report/ Bill date along with Monthly Progress Report for the concerned month in the proforma to be given/approved by Engineer-in-Charge. Intermittent progress photographs as and when required shall also be provided by the Contractor at his own cost as per direction of Engineer-in-Charge. No payment of running account bill shall be released unless it is accompanied by progress photographs and Monthly Progress Report as above.

37.3 It is clearly agreed and understood by the Contractor that notwithstanding anything to the contrary that may be stated in the agreement between HPL and the contractor; the contractor shall become entitled to payment only after HPL has received the corresponding payment(s) from the client/Owner for the work done by the contractor. Any delay in the release of payment by the client/Owner to HPL leading to a delay in the release the corresponding payment by HPL to the contractor shall not entitle the contractor to any compensation/interest from HPL.

37.4 All payment shall be released by HPL by Account payees cheque from its office, New Delhi directly at the address notified by the Contractor (postage charges shall be charged to the contractor's account). In case payment is made by Demand Draft at the request of the Contractor, Bank Commission charges shall be debited to the account of contractor. In case payment is released online, necessary bank commission for online transfer shall be debited to the account of contractor.

**38.0 WORK ON SUNDAYS, HOLIDAYS AND DURING NIGHT**

For carrying out work on Sunday and Holidays or during night, the contractor will approach the Engineer-in-charge or his representative at least two days in advance and obtain his permission. The Engineer-in-charge at his discretion can refuse such permission. The contractor shall have no claim on this account whatsoever. If work demand, the contractor shall make arrangements to carry out the work on Sundays, Holidays and in two, three shifts with the approval of Engineer-in-Charge at no extra cost to HPL.

**39.0 NO IDLE CHARGES TOWARDS LABOUR OR P & M ETC.**

No idle charges or compensation shall be paid for idling of the contractor's labour, staff or P&M etc. on any ground or due to any reason whatsoever. HPL will not entertain any claim in this respect.

**40.0 WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS ETC.**

The contractor shall execute the whole and every part of the work in the most substantial and work man like manner both as regards materials and other wise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings.

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

**41.0 DIRECTION FOR WORKS**

41.1 All works to be executed under the contract shall be executed under the direction and subject to approval in all respect of the Engineer-in-Charge of HPL who shall be entitled to direct at what point or points and in what manner works are to be commenced and executed.



- 41.2 The Engineer-in-charge and his representative shall communicate or confirm their instructions to the contractor in respect of the execution of work during their site inspection in a "Works Site Order Book" maintained at the site office of Engineer-in-Charge. The contractor or his authorized representative shall confirm receipt of such instructions by signing against the relevant orders in the book.

#### **42.0 ORDER OF PRECEDENCE OF DOCUMENTS**

In case of difference contradiction, discrepancy, dispute with regard to conditions of contract, specifications, Drawings, Bill of quantities and rates quoted by the Contractor and other documents forming part of the contract, the following shall prevail in order of precedence.

- i) Fax, Telegram or Letter of intent, detailed letter of work order along with statement of agreed variations and its enclosures.
- ii) Bill of Quantity/ Schedule of Quantities.
- iii) Special condition of Contract.
- iv) Technical specifications (General, Additional and Technical specification) as give in Tender documents
- v) General Conditions of Contract.
- vi) Drawings.
- vii) CPWD/MOST specifications (as specified in Technical Specification of the Tender) updated with correction slips issued up-to last date of receipt of tenders.
- viii) Relevant BIS Codes.

#### **43.0 TIME SCHEDULE & PROGRESS**

- 43.1 Time allowed for carrying out all the works as entered in the tender shall be as mentioned in the "Memorandum to the Form of Tender" which shall be reckoned from the 10<sup>th</sup> day from the date on which the letter / telegram of intent is issued to the Contractor or from the first day of handing over of the site, whichever is later. This shall be the essence of the contract and contractor shall ensure the completion of the entire work within the stipulated time of completion.
- 43.2 The contractor shall also furnish within 10 days of date of letter/ telegram of intent a CPM network/ PERT chart/ BAR CHART for completion of work within stipulated time. This will be duly got approved from HPL. This approved Network/ PERT Chart shall form a part of the agreement. Achievement of milestones as well as total completion has to be within the time period allowed.
- 43.3 Contractor shall mobilize and employ sufficient resources for completion of all the works as indicated in the agreed BAR CHART/ Network. No additional payment will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by the Engineer-in-Charge.
- 43.4 During the currency of the work the contractor is expected to adhere to the time schedule on miles stone and total completion and this adherence will be a part of Contractor's performance under the contract. During the execution of the work contractor is expected to participate in the review and updating of the Network/BAR CHART undertaken by the HPL. These reviews may be undertaken at the discretion of HPL either as a periodical appraisal measure or when the quantum of work order on the contractor is substantially changed through deviation orders or amendments. The review shall be held at site or any of the offices of HPL/ Owner/ Consultant at the sole discretion of HPL. The contractor will adhere to the revised schedule thereafter. The approval to the revised schedule resulting in a completion date beyond the stipulated

date of completion shall not automatically amount to a grant of extension of time to the contractor.

- 43.5 Contractor shall submit fortnightly/ Monthly (as directed by Engineer-in-charge) progress reports on a computer based program (program and software to be approved by Engineer-in-Charge) highlighting status of various activities and physical completion of work.
- 43.6 The contractor shall send completion report with as built drawings and maintenance schedule to the office of Engineer-in-Charge, of HPL in writing within a period of 30 days of completion of work.

#### **44.0 WATER AND ELECTRICITY**

The contractor shall make his own arrangement for Water & Electrical power for construction and other purposes at his own cost and pay requisite electricity and water charges. The contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply. The contractor shall however ensure that the water used by him is fit for construction purpose to the satisfaction of Engineer-in-charge.

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

The contractor shall, at his own expense, provide all materials, required including Cement & Steel for the works.

The contractor shall at his own expense and without delay, supply to the Engineer-in-charge samples of materials to be used on work and shall get the same approval 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 contractor shall at his risk and cost submits the samples of materials to be tested or analyzed and bears all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance cost in obtaining the right and visit 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 power to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to the supplies and all costs which may require such removal and substitution shall be borne by the contractor.

#### **45.1 CEMENT AND CEMENT GODOWN**

Cement shall be procured by Contractor of 43 Grade confirming to BIS: 8112 specification latest edition or higher Grade as directed by the Engineer-in-charge. The cement shall be procured directly from the reputed manufacturers/ stockiest, which will have to be got approved from HPL in advance. Relevant vouchers and test certificates will be produced as and when required.

The cement shall be stored by the contractor in such suitable covered and lockable stores, well protected from climate and atmospheric affect. The cement godown shall be constructed by the contractor as per CPWD specifications at his own cost. The cement will remain under double lock, one from HPL and other from Contractor. The cement in bags shall be stored in godowns in easy countable position. Cement bags shall be used on first in first out basis. Cement stored for beyond 90 days will be required to be tested at contractors cost, before use in works.

#### **45.2 STEEL & STEEL STOCKYARD**

Steel conforming to BIS specifications (latest edition) shall be procured by the Contractor directly from reputed manufacturers/ producers as per approved list of HPL. The manufacturer has to give a certificate that the material supplied is not a re-rolled. Relevant vouchers & test certificates will be produced by the certificates will be produced by the contractor. Re-rolled sections will not be allowed.

Reinforcement steel, structural steel shall be stored and stacked in such manner so as to facilitate easy identification, removal etc. The contractor shall take proper care to prevent direct contact between the steel and the ground/ water for which he shall provide necessary arrangement at his own cost including ensuring proper drainage of area to prevent water logging as per direction of the Engineer-in-charge. Steel shall also be protected, by applying a coat of neat cement slurry over the bars for which no extra payments shall be made.

Test certificates for each consignment of steel shall be furnished and tests to be got carried out from the authorized laboratory as per the directions of Engineer-in-charge, before incorporating the materials in the work.

#### **46.0 SCHEDULE OF QUANTITIES / BILL OF QUANTITIES**

46.1 The quantities shown against the various items of work are only approximate quantities which may vary as per the actual requirement at site.

46.2 All items of work in the bill of quantities / schedule of quantities shall be carried out as per the CPWD/ MOST (as the case may be) specifications, drawings and instructions of the Engineer-in-Charge of HPL and the rates shall include for supply of required materials including proper storage, consumables, skilled & unskilled labour, supervision and tools, tackles, plant & machinery complete as called for in the detailed specifications and conditions of the contract. No item which is not covered in the bill of quantities shall be executed by the Contractor without the approval of the HPL. In case any Extra/ substituted item is carried out without specific-approval, the same will not be paid.

**47.0 ANTI-TERMITE TREATMENT & WATER PROOF TREATMENT**

- 47.1 Pre-construction treatment shall be carried out in co-ordination with the building Work and shall be executed in such a manner that the civil works are not hampered or delayed by the anti-termite treatment. The treatment shall be carried out as type and specifications as detailed in BIS (Part II) latest revision. The water proof shall be of given in the schedule of quantities.
- 47.2 The treatment against water-proofing of basement, roofs, water retaining areas and termite infestation shall be and remain fully effective for a period of not less than 10 (Ten) years to be reckoned from the date of expiring of the Defect Liability period, prescribed in the contract. At any time during the said guarantee period if HPL finds any defects in the said treatment or any evidence of re-infestation, dampness, leakage in any part of buildings or structure and notifies the contractor of the same, the contractor shall be liable to rectify the defect or give re-treatment and shall commence the work or such rectification or re-treatment within seven days from the date of issue of such letter to him. If the contractor fails to commence such work within the stipulated period, the HPL may get the same done by another agency at the Contractor's cost and risk and the decision of the Engineer-in-Charge of HPL for the cost payable by the contractor shall be final and binding upon him.
- 47.3 Re-treatment if required shall be attended to and carried out by the Contractor within seven days of the notice from Engineer-in-Charge of HPL.
- 47.4 The HPL reserves the right to get the quality of treatment checked in accordance with recognized test methods and incase it is found the chemicals with the required concentration and rate of application have not been applied, or the water proof treatment is not done as per specifications, the contractor will be required to do the re-treatment in accordance with the required concentration & specifications at no extra cost failing which no payment for such work will be made. The extent of work thus rejected shall be determined by HPL.
- 47.5 Water proofing and anti-termite treatment shall be got done through approved/ specialized agencies only with prior approval of Engineer-in-charge.
- 47.5a The contractor shall make such arrangement as may be necessary to safe guard the workers and residents of the building against any poisonous effect of the chemicals used during the execution of the work.
- 47.6 During the execution of work, if any damage shall occur to the treatment already done, either due to rain or any other circumstances, the same shall be rectified and made good to the entire satisfaction of Engineer-in-Charge by the contractor at his costs and risks.
- 47.7 The contractor shall make his own arrangement for all equipments required for the execution of the job.
- 47.8 The contractor whose tender is accepted shall execute guarantee Bond in the prescribed form as appended for guaranteeing the anti-termite treatment and waterproof treatment.

#### **48.0 INDIAN STANDARDS**

Wherever any reference is made to any IS in any particular specifications, drawings or bill of quantities, it means the Indian Standards editions with the amendments current at the last date of receipt of tender documents.

#### **49.0 CENTERING & SHUTTERING**

Marine plywood only or steel plates of minimum thickness as approved by Engineer-in-charge shall be used for formwork. The shuttering plates shall be cleaned and oiled after every repetition and shall be used only after obtaining approval of HPL's Engineer at site. The number of repetitions allowed for plywood and steel shuttering shall be at the discretion of Engineer-in-Charge of HPL depending upon the condition of shuttering surface after each use and the decision of Engineer-in-Charge in this regard shall be final and binding on the contractor. No claim whatsoever on this account shall be admissible.

#### **50.0 PROPRIETARY MATERIALS**

50.1 Following proprietary materials shall be brought to site after the approval of HPL

- a) Water proofing compound.
- b) Cement
- c) Steel.
- d) Primer / paints / varnish etc.
- e) Bitumen.
- f) Chemical for anti termite treatment.
- g) Any other materials as per discretion of the HPL.

50.2 The quantity of proprietary materials shall be measured and recorded in the Measurement books and signed by the Contractor and the Engineer-in-Charge as a check to ensure that the required quantities as required for execution of works as per specifications have been brought to site for incorporation in the work.

50.3 Proprietary materials brought at site shall be stored as directed by HPL and those already recorded in Measurement book, shall be marked for identification.

50.4 The contractor shall ensure that the proprietary materials are brought to site in original sealed containers or packing bearing manufacturer's markings and brands (except where the quantity required is a fraction of the smallest packing). Materials not complying with this requirement shall be rejected. The empty containers of such proprietary materials shall not be destroyed/disposed-off without the permission of HPL.

50.5 The contractor shall produce receipted vouchers showing quantities of the materials to satisfy Engineer-in-Charge that the materials comply with the specifications. These vouchers shall be endorsed, dated and initialed by Engineer-in-Charge giving the contract number and name of work and a certified copy of each such voucher signed both by HPL and the Contractor shall be kept on record.

50.6 When the cost of each category of materials is less than Rs.500/- production of vouchers may not be insisted upon if the HPL is otherwise satisfied with the quality and quantity of materials.

**51.0 RECORDS OF CONSUMPTION OF CEMENT & STEEL**

- 51.1 For the purpose of keeping a record of cement and steel received at site and consumed in works, the contractor shall maintain a properly bound register in the form approved by the HPL, showing columns like quantity received and used in work an balance in hand etc. This register shall be signed daily by the contractor's representative and HPL's representative.
- 51.2 The register of cement & steel shall be kept at site in the safe custody of HPL's Engineer during progress of the work. This provision will not, however, absolve the contractor from the quality of the final product.
- 51.3 In case cement or steel quantity consumed is lesser as compared to the theoretical requirement of the same as per MOST/ CPWD (as the case may be ) specifications/ norms the work will be devalued and/or a penal rate (i.e. double the rate at which cement/ steel purchased last) recovery of lesser consumption of cement/ steel shall be made in the item rates of the work done subject to the condition that the test results fall within the acceptable criteria as per MOST/ CPWD (as the case may be ) specifications otherwise the work shall have to be dismantled and redone by the contractor at no extra cost.

In case of cement, if actual consumption is less than 98% of the theoretical consumption, a recovery shall be affected from the contractor's dues at the penal rate for the actual quantity which is lower than 98% of theoretical consumption.

**52.0 MATERIALS AND SAMPLES**

- 52.1 The materials/ products used on the works shall be one of the approved make/brands out of list of manufacturers/ brands/ makes given in the tender documents. The contractor shall submit samples/specimens out of approved makes of materials/ products to the Engineer-in-Charge for prior approval. In exceptional circumstances Engineer-in-Charge may allow alternate equivalent makes/ brands of products/materials at his sole discretion. The final choice of brand/make shall remain with the Engineer-in-Charge, whose decision in this matter shall be final and binding and nothing extra on this account shall be payable to the Contractor.

In case single brand/ make is mentioned, other equivalent makes/ brands may be considered by the Engineer-in-Charge with prior approval. In case of variance in CPWD/ IS/ BIS Specifications from approved products/ makes specification, the specification of approved product/ make shall prevail for which nothing shall be paid extra to the Contractor.

In case no make or brand of any materials, articles, fittings and accessories etc. is specified, the same shall comply with the relevant Indian Standard Specifications and shall bear the ISI/ BIS mark. The Engineer-in-charge of HPL and the owner shall have the discretion to check quality of materials and equipment to be incorporated in the work, at source of supply or site of work and even after incorporation in the work. They shall also have the discretion to check the workmanship of various items of work to be executed in this work. The contractor shall provide the necessary facilities and assistance for this purpose.

- 52.2 The above provisions shall to absolve the contractor from the quality of final product and in getting the material and workmanship quality checked and approved from the Engineer-in-charge of HPL.

- 52.3 The contractor shall well in advance, produce samples of all materials articles, fittings, accessories etc. that he proposes to use and get them approved in writing by HPL. The materials articles etc. as approved shall be labeled as such and shall be signed by HPL and the contractor's representative.
- 52.4 The approved samples shall be kept in the custody of the Engineer-in-Charge of HPL till completion of the work. Thereafter the sample except those destroyed during testing shall be returned to the contractor. No payment will be made to the contractor for the samples or samples destroyed in testing.
- 52.5 The brands of all materials, articles fittings etc. approved together with the names of the manufacturers and firms from which supplies have been arranged shall be recorded in the site order book.
- 52.6 The contractor shall set up and maintain at his cost, a field testing laboratory for all day to day test at his own cost to the satisfaction of the Engineer-in-Charge. This field testing laboratory shall be provided with equipment and facilities to carry out all mandatory field test as per MOST/ CPWD (as the case may be) specifications. The laboratory building shall be constructed and installed with the appropriate facilities, Temperature and humidity controls shall be available wherever necessary during testing of samples.

All equipments shall be provided by the Contractor so as to be compatible with the testing requirements specified. The contractor shall maintain all the equipments in good working condition for the duration of the contract.

The contractor shall provide approved qualified personnel to run the laboratory for the duration of the Contract. The number of staff and equipment available must at all time be sufficient to keep pace with the sampling and testing programme as required by the Engineer-in-Charge.

The contractor shall fully service the site laboratory and shall supply everything necessary for its proper functioning, including all transport needed to move equipment and samples to and from sampling points on the site etc.

The contractor shall re-calibrate all measuring devices whenever so required by the Engineer-in-Charge and shall submit the results of such measurements without delay.

All field tests shall be carried out in the presence of HPL's representative. All costs towards samples, materials, collection, transport, manpower, testing etc. shall be borne by the Contractor and are deemed to be included in the rates quoted by him in the bill of quantities.

### **53.0 TESTS AND INSPECTION**

- 53.1 The contractor shall carry out the various mandatory tests as per specifications and the technical documents that will be furnished to him during the performance of the work.

All the tests on materials, as recommended by CPWD, MOST and relevant Indian Standard Codes or other standard specifications (including all amendments current at the last date of submission of tender documents) shall be got carried out by the contractor at the field testing laboratory or any other recognized institution/laboratory, at the direction of the HPL. All testing charges, expenses etc. shall be borne by the contractor.

All the tests, either on the field or outside laboratories concerning the execution of the work and supply of materials shall be got carried out by the contractor or HPL at the cost of the Contractor.

### **53.2 WORKS TO BE OPEN TO INSPECTION**

All works executed or under the course of execution in pursuance of this contract at all times be open to inspection and supervision of the HPL/ OWNER. The work during its progress or after its completion or during O&M period may also be inspected, by Chief Technical Examiner (CTE) of Government of India and/ or an inspecting authority of State Government of State in which work is executed. Also periodic third party quality checks/ testing of materials shall be carried out through a Government institution/ laboratory by HPL. The compliance of observations/ improvements as suggested by the inspecting officers of HPL/ CTE/ State authorities/Govt. Institutions/ Laboratory as third party/ owner shall be obligatory on the Contractor at the cost of contractor.

### **54.0 BORROW AREAS**

The Contractor shall make his own arrangements for borrow pits and borrow disposal areas including their approaches and space for movement of man, machinery, other equipments as required for carrying out the works. The contractor shall be responsible for taking all safety measures, getting approval, making payment of royalties, charges etc. and nothing extra shall be paid to the contractor on this account and unit rates quoted by the contractor for various items of bill of quantities shall deemed to include the same

### **55.0 BITUMEN WORK**

55.1 The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting started and shall hypothecate it to the Engineer-in-charge. Although the materials are hypothecated to HPL the Contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-charge in writing.

### **56.0 CARE OF WORKS**

From the commencement to the completion of the works handing over, the contractor shall take full responsibility for care thereof and all the works and in case any damage/ loss to the works or to any part thereof or to any temporary works due to lack of precaution overdue to negligence on part of contractor, the same shall be made good by the contractor.

### **57.0 WORK IN MONSOON AND DEWATERING**

The execution of the work may entail working in the monsoon also. The contractor must maintain labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No special/ extra rate will be considered for such work in monsoon. The contractor's rate shall be considered inclusive of cost of dewatering required if any and no extra rate shall be payable on this account.

### **58.0 NO COMPENSATION FOR CANCELLATION/REDUCTION OF WORKS**

If at any time after the commencement of the work the HPL shall for any reason whatsoever is required to abandon the work or is not require the whole work thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have



derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out or for-closure, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

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

#### **59.0 RESTRICTION ON SUBLETTING**

- 59.1 The contractor shall not sublet or assign the whole or part of the works except where otherwise provided by the contract, and even then only with the prior written consent of the HPL and such consent if given shall not absolve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults or neglects of the sub contractor, his agents, servants or workman as full as if they were the acts, defaults or neglects of the contractor, his agent, servants or workman provided always that the provision of labour on piece work basis shall not be deemed to be a subletting under this clause.
- 59.2 The contractor may entrust specialist items of works to the agencies specialized in the specific trade. The contractor shall give the names and details of such firm whom it is going to employ for approval of HPL. These details shall include the expertise, financial status, technical manpower, equipment, resources and list of works executed and on hand of the specialist agency.

#### **60.0 PROHIBITION OF UNAUTHORISED CONSTRUCTION & OCCUPATION**

No unauthorized buildings, construction of structures should be put up by the contractor anywhere on the project site, neither any building built by him shall unauthorizedly be occupied by him or his staff.

#### **61.0 CO-ORDINATION WITH OTHER AGENCIES**

Work shall be carried out in such a manner that the work of other Agencies operating at the site is not hampered due to any action of the Contractor. Proper Co-ordination with other Agencies will be Contractor's responsibility. In case of any dispute the decision of HPL shall be final and binding on the contractor. No claim whatsoever shall be admissible on this account.

#### **62.0 SETTING OUT OF THE WORKS**

The contractor shall be responsible for the true and proper setting out of the works and for correctness of the position, levels, dimensions and alignment of all parts of the works, if any time during the progress of works, shall any error appear or arise in the position, levels, dimensions or alignment of any part of the works, the contractor shall at his own expenses rectify such error to the satisfaction of Engineer-in-charge. The checking of any setting out or of any line or level by the engineers of HPL shall not in any way relieve the contractor of his responsibility for the correctness.

**63.0 NOTICE BEFORE COVERING UP THE WORK**

The contractor shall give not less than seven days notice before covering up or otherwise placing beyond the reach of measurement any work, to the Engineer-in-charge in order that the same may be inspected and measured. If any work is covered up or placed beyond the reach of inspection/measurement without such notice or his consent being obtained the same shall be uncovered at the contractor's expenses and he shall have to make it good at his own expenses.

**64.0 SITE CLEARANCE**

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

64.2 The contractor shall clean all floors, remove cement/lime/paint drops and deposits, clean joinery, glass panes etc., touching all painter's works and carry out all other necessary items of works to make the premises clean and tidy before handing over the building, and the rates quoted by the contractor shall be deemed to have included the same.

**65.0 VALUABLE ARTICLES FOUND AT SITE**

All gold, silver and other minerals of any description and all precious stones, coins, treasure, relics, antiques and all other similar things which shall be found in, under or upon the site, shall be the property of the Owner/ Government and the contractor shall duly preserve the same to the satisfaction of Engineer-in-Charge and shall from time to time deliver the same to such person or persons indicated by HPL.

**66.0 MATERIALS OBTAINED FROM DISMANTLEMENT TO BE OWNER'S PROPERTY.**

All materials like stone, boulders and other materials obtained in the work of dismantling, excavation etc. will be considered Owner/ Government property and may be issued to the contractor by the Owner/ HPL, if required for use in this work at rates approved by HPL or the contractor may be asked to dispose these items at his cost.

**67.0 SET-OFF OF CONTRACTOR'S LIABILITIES**

HPL shall have the right to deduct or set off the expenses incurred or likely to be incurred by it in rectifying the defects as aforesaid from any or against any amount payable to the contractor under this agreement including security deposit and proceeds of performance guarantee.

**68.0 MATERIALS PROCURED WITH THE ASSISTANCE OF HPL**

If any material for the execution of this contract is procured with the assistance of HPL either by issue from its stores or purchase made under orders or permits or licenses obtained by HPL the contractor shall hold and use the said materials economically and solely for the purpose of this contract and shall not dispose them without the permission of Engineer-in-Charge. The contractor, if required by the HPL, shall return all such surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination on whatsoever reason, on being paid or credited such price as the HPL shall determine having due regard to the conditions of materials.

**69.0 ALTERATION IN SPECIFICATION, DESIGN & DRAWING**

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

- i) The rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a nearest similar item of work as are specified in the contract for the work. In case of composite tenders where two or more schedule of quantities/ bill of quantities form part of the contract, the rates shall be derived from the nearest similar item in the schedule of quantities/ bill of quantities of the particular part of work in which the deviation is involved failing that from the lowest of the nearest similar item in other schedule of quantity. The opinion of the Engineer-in-Charge as to whether or not the rate can be reasonably so derived from the item in this contract will be final and binding on the contractor.
- iii) If the altered, additional or substituted work includes any work for which no rate is specified in the contract for the work and which cannot be derived in the manner specified in sub para (i) and (ii) from the similar class of work in the contract then such work shall be carried out at the rates entered in the Schedule of Rates (as mentioned in "Memorandum to the Form of Tender" for Civil/ Sanitary Works) minus/ plus the percentage which the tendered amount of schedules items bears with the estimated amount of schedule items based on the Schedule of Rates (as mentioned in "Memorandum to the Form of Tender" for Civil/ Sanitary Works). The scheduled items mean the items appearing in the Schedule of Rates (as mentioned in "Memorandum to the Form of Tender" for Civil/ Sanitary Works) which shall be applicable in this clause. This clause will apply mutates mutandis to electrical work except that Electrical Schedule of Rates as mentioned in "Memorandum to the Form of Tender" will be considered in place of Civil/ Sanitary works Schedule of rates as mentioned in "Memorandum to the Form of Tender".
- iv) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iii) above, then the contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge of the rate which it is his intention to change for such

Signature of contractor with seal

35

H.P.L.

class of work, supported by analysis of the rate or rates claimed, and the Engineer-in-Charge shall determine the rate or rates on the basis of prevailing market rates of the material, Labour, T&P etc. plus 10% (Ten percent) to cover the contractor supervision, overheads and profit and pay the contractor accordingly. The opinion of the Engineer-in-Charge as to the current market rates of materials and quantum of labour involved per unit of measurements will be final and binding on the contractor.

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

- v) Except in case of items relating to foundations, provisions contained in such-clause (i) to (iv) above shall not apply to contract or substituted items as individually exceed the percentage set out in the tender documents (referred to herein below as "deviation limit" which is 25% for this project) subject to the following restrictions.
  - a) The deviation limit referred to above is the net effect (algebraically sum) of all additions and deductions ordered.
  - b) In no case shall the additions/deductions (arithmetical sum) exceed Twice the deviation limit.
  - c) The deviations ordered on items of any individual trade included in the contract shall not exceed plus/ minus 50 percent of the value of that trade in the contract as a whole or half the deviation limit, whichever is less.
  - d) The value of additions of items of any individual trade not already included in the contract shall not exceed 20 percent of the deviation limit.

For the purpose of operation of clause 69.1(v), the following norms shall be treated as works relating to foundations.

- a) For buildings, compound walls, plinth level or 1.2 meters above ground level whichever is lower excluding items of flooring and DPC but including base concrete below the floors.
- b) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs, the bed of floor level.
- c) For retaining walls where floor level is not determined, 1.2 meters above the average ground level or bed level.
- d) For roads all items of excavation and filling including treatment of sub-base and soling work.
- e) For water supply lines, sewer lines, under-ground storm water drains and similar works. All items of work below ground level except items of pipe work proper masonry work.
- f) For open storm water drains, all items of work except lining of drains.

NOTE: Individual trade means the trade section to which bill of quantities annexed to the agreement has been divided or in the absence of any such division the individual section of the MOST/CPWD (as the case may be) Scheduled of rates specified above, such as excavation and earthwork, Concrete, wood work and joinery etc.

The rate of any such work except the items relating to foundations which is in excess of the deviation limit and deviation in quantities of AHR items on plus side as contained in clause 9.9(i) shall be determined in accordance with the provisions contained in Clause 69.2.

- 69.2 In the case of contract or substituted items or additional items which result in exceeding the limits laid down in sub-clause (v) of Clause 69.1 except the items relating to foundation work, which the contractor is required to do under Clause 69.1 above and deviation in quantities of AHR items on plus side as contained in clause 9.9 (i), the contractor shall within 7 days from the receipt of order claim revision of the rate supported by proper analysis in respect of such items for quantities in excess of the above limit, not-with-standing the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub-clause (ii) of Clause 69.1 and the Engineer-in-Charge may revise their rates, having regard to the prevailing market rate and the contractor shall be paid in accordance with the rates so fixed. The Engineer-in-Charge shall, however, be at liberty to cancel his order to carry out such increased quantities of work by giving notice in writing to the contractor and arrange to carry it out in such manner as he may consider advisable. But, under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates of item falling under this Clause.

All the provisions of the proceeding paragraph shall equally apply to the decrease in the rates of items for quantities in excess of the deviation limit, not-with-standing the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub-clause (ii) of the proceeding Clause 69.1 and the Engineer-in-Charge may revise such rates having regard to the prevailing market rates.

#### **70.0 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK.**

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

## **71.0 POSSESSION PRIOR TO COMPLETION**

- 71.1 HPL shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be any acceptance of any work not completed in accordance with the contract agreement. If such prior possession or use by HPL delays the progress of work an equitable adjustment in the time of completion will be made and the contract agreement shall be deemed to be modified accordingly. The decision of HPL in this case shall be final binding and conclusive.
- 71.2 When the whole of the works or the items or the groups of items of work for which separate periods of completion have been specified have been completed the contractor will give a notice to that effect to the Engineer in writing. The Engineer shall within 7 days of the date of receipt of such notice inspect the works and either the Engineer-in-Charge issues to the contractor a completion certificate stating the date on which in his opinion the works were completed in accordance with the contract or gives instructions in writing to the contractor specifying the balance items of work which are required to be done by the contractor before completion certificate could be issued. The Engineer-in-Charge shall also notify the contractor of any defect in the works affecting completion.
- 71.3 The contractor shall during the course of execution prepare and keep updated a complete set of 'as built' drawings to show each and every change from the contract drawings, changes recorded shall be countersigned by the Engineer-in-Charge and the contractor. Four copies, of 'as built' drawings shall be supplied to HPL by the contractor within 30 days of the completion. All costs incurred in this respect shall be borne by the contractor only.

## **72.0 COMPENSATION FOR DELAY AND REMEDIES**

- 72.1 If the contractor fails to maintain the required progress in terms of clause 72.4 or relevant clause of Special Conditions of Contract, 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 HPL. on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below or such smaller amount as the Engineer-in-Charge (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/ week (as applicable) that the progress remains below that specified in Clause 72.4.1. or the relevant clause in Special Conditions of Contract or that the work remains incomplete.  
This will also apply to items or group of items for which a separate period of completion has been specified.

**Compensation for delay of work : @ 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 HPL.

## **72.2 CANCELLATION DETERMINATION OF CONTRACT IN FULL OR PART**

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

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

the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

- ix) If the contractor being a company, shall pass a resolution or the Court shall make an order for winding up of the company, or a receiver or manager on behalf of the debenture holders or other wise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of the 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 and prior written approval of the Engineer-in-Charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge may without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to HPL by a notice in writing to cancel the contract as a whole or only such items of work in default from the Contract.

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

- a) Take possession of site and any materials, constructional plant, implements, stores, etc., thereon; and/ or
- b) Carry out the incomplete work by any means at the risk and cost of the contractor; and/ or
- c) 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 full security deposit recoverable under the contract shall be liable to be forfeited and un-used materials, construction plants, implements, temporary buildings, etc., shall be taken over and shall be absolutely at the disposal of the HPL. If any portion of the Security Deposit has not been paid or received it would be called for and forfeited; and/ or
- c) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-Charge shall be final and conclusive) against the contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor; and/ or



- e) 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 or delayed with reference to the General Conditions of Contract clause No.72.4.1 and/or relevant clause of Special Conditions of Contract, out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by HPL under his contract or on any other account whatsoever or from his security deposit or the proceeds of sales of unused materials, construction plants, implements temporary buildings etc. thereof or a sufficient part thereof as the case may be. If the expenses incurred by the HPL are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor; and/ or
- f) By a notice in writing to withdraw from the contractor any items or items of work as the Engineer-in-Charge may determine in his absolute discretion and get the same executed at the risk and cost of the contractor.

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

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract and law.

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

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

Provided further that if any of the recoveries to be made, while taking action as per (d) and/or (e) above, are in excess of the security deposit, forfeited, these shall be limited to the amount by which the excess cost incurred by the department exceeds the security deposit so forfeited.

**72.3 CONTRACTOR LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN.**

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

**72.4 TIME ESSENCE OF CONTRACT & EXTENSION FOR DELAY**

The time allowed for execution of the Works as specified in the terms of contract or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from the 10<sup>th</sup> Day or such time period as mentioned in letter of award after the date on which the Engineer-in-Charge issues written orders to commence the work 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, the Executing Agency shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

- 72.4.1 Within 10(Ten) days of Letter of Intent, the Contractor shall submit a Time and Progress Chart (CPM/PERT/Quantified Bar Chart) and get it approved by the Engineer-in-Charge. 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 (mile-stones) of the dates of commencement and completion of various items, trades, 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 program has been agreed upon) complete 1/8th of the whole of work before 1/4th of the whole time allowed in the contract has elapsed, 3/8th of the work before one half of such time has elapsed and 3/4th of the work before 3/4th of such time has elapsed. The physical report including

photographs shall be submitted by the contractor on the prescribed format & the intervals (not later than a month) as decided by the Engineer-in-Charge. The compensation for delay as per clause 72.1 shall be leviable at intermediate stages also, in case the required progress is not achieved to meet the above time deadlines of the completion period and/or milestones of time and progress chart 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".

72.4.2 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 of workmen, strike or lockout, affecting any or 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 responsibility of the HPL, or
- vii) Non-availability or break down of tools and plant to be supplied or supplied by HPL, or,
- viii) Any other cause which, in the absolute discretion of the HPL, 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.

72.4.3 Request for 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.

In any such case HPL may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the contractor by the Engineer-in-Charge in writing 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 the extension of time so given by the Engineer-in-charge shall be binding on the contractor.

**73.0 WITHHOLDING AND LIEN IN RESPECT OF SUMS DUE FROM CONTRACTOR**

73.1 Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, HPL 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, HPL shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the

Signature of contractor with seal

43

H.P.L.

same pending finalization 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, HPL shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract pending finalization or adjudication of any such claim.

- 73.2 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 HPL will be kept withheld or retained as such by the Engineer-in-Charge or HPL till the claim arising out of or under the contract is determined by the competent court 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 HPL 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.

HPL shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for HPL 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 HPL to the contractor, without any interest thereon whatsoever.

### **73.3 LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS**

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or by HPL against any claim of the Engineer-in-Charge or HPL 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 HPL.

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

#### **74.0 DEFECTS LIABILITY PERIOD**

The contractor shall be responsible for the rectification of defects in the works for a period of twelve months which shall be reckoned from the date of successful completion of trial running period of three months after completion of works. Any defects discovered and brought to the notice to the contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by HPL at the cost and expense of the contractor.

#### **75.0 FORCE MAJEURE**

Any delay in or failure of the performance of either party hereto shall not constitute default hereunder to give rise to any claims for damages, if any to the extent such delay or failure of performance is caused by occurrence such as acts of God or the Public enemy, expropriation, compliance with any order or request of Government authorities, acts of war, rebellions, sabotage fire, floods, illegal strikes, or riots (otherwise than among the contractor's employees). Only extension of time shall be considered for force majeure conditions as accepted by HPL. No adjustment in contract price shall be allowed for reasons of force majeure.

#### **76.0 JURISDICTION**

The agreement is deemed to be executed at New Delhi on non judicial stamp paper purchased in Delhi and the Courts in Delhi/ New Delhi along will have jurisdiction to deal with matters arising there from, to the exclusion of all other courts.

#### **77.0 SUSPENSION OF WORKS**

- a) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, 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 for any of the following reasons.
  - i) On account of any default on part of the contractor, or
  - ii) For proper execution of the works or part thereof for reasons other than the default of the contractor, or
  - iii) 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.

- b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above
  - i) The contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25%. No adjustment of contract price will be allowed for reasons of such suspension.
  - ii) In the event of the Contractor treating the suspension as an abandonment of the Contract by HPL, he shall have no claim to payment of any compensation on account of any profit or advantage which he may derive from the execution of the work in full.

## **78.0 TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR**

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

## **79.0 CLARIFICATION AFTER TENDER SUBMISSION**

Tenderer's attention is drawn to the fact that during the period, the bids are under consideration, the bidders are advised to refrain from contacting by any means, the HPL and/ or his employees/ representatives on matters related to the bid under consideration and that if necessary, HPL will obtain clarifications in writing or as may be necessary. The tender evaluation and process of award of works is done by duly authorized Tender Scrutiny Committee and this committee is authorized to discuss and get clarification from the tenderers.

## **80.0 ADDENDA/ CORRIGENDA**

Addenda/ Corrigenda to the tender documents may be issued prior to the date of opening of the tender to clarify or effect modification in specification and/or contract terms included in various tender documents. The tenderer shall suitably take into consideration such Addenda/ Corrigenda while submitting his tender. The tenderer shall return such Addenda/ Corrigenda duly signed and stamped as confirmation of its receipt and submit alongwith the tender document. All addenda/ Corrigenda shall be signed and stamped on each page by the tenderer and shall become part of the tender and contract documents.

## **81. QUALITY ASSURANCE PROGRAMME**

To ensure that the services under the scope of this contract are in accordance with the specifications, the Contractor shall adopt Quality Assurance Programme to control such activities at the necessary points. The contractor shall prepare and finalize such Quality Assurance Programme within 15 days from letter of intent. HPL shall also carryout quality audit and quality surveillance of systems and procedures of Contractor's quality control activities. A Quality Assurance Programme of Contractor shall generally cover the following.

- a) His organization structure for the management and implementation of the proposed Quality Assurance Programme.
- b) Documentation control system.
- c) The procedure for purpose of materials and source inspection.
- d) System for site controls including process controls.
- e) Control of non-conforming items and systems for corrective actions.
- f) Inspection and test procedure for site activities.
- g) System for indication and appraisal of inspection status.
- h) System for maintenance of records.
- i) System for handling, storage and delivery.
- j) A quality plan detailing out quality practices and procedures, relevant standards and acceptance levels for all types of work under the scope of this contract.

All the quality reports shall be submitted by the Contractors in the formats prescribed by the Engineer In-charge. The Format for the same may be developed and submitted to Engineer-in-Charge for approval and the same shall be adopted/ followed by the Contractor. These filled in formats shall be prepared in two copies and duly signed by representatives of contractor and HPL. All the costs associated with Printing of Formats and testing of materials required as per technical specifications or by Engineer-in-Charge shall be included in the Contractor's quoted rates in the Schedule/ Bill of quantities.

**82.0 APPROVAL OF TEMPORARY/ ENABLING WORKS**

The setting and nature of all offices, huts, access road to the work areas, and all other temporary works as may be required for the proper execution of the works shall be subject to the approval of the Engineer-in-Charge.

All the equipments, labour, material including cement, reinforcement and the structural steel required for the enabling/ temporary works associated with the entire Contract shall have to be arranged by the Contractor only. Nothing extra shall be paid to the Contractor on this account and the unit rates quoted by the Contractor for various items in the Bill of Quantities shall be deemed to include the cost of enabling works.

**83.0 CONTRACT COORDINATION PROCEDURES, COORDINATION MEETINGS AND PROGRESS REPORTING.**

The Contractor shall prepare and finalize in consultation with HPL a detailed contract coordination procedure within 15 days from the date of issue of Letter of Intent for the purpose of execution of the Contract.

The Contractor shall have to attend all the meetings at any place in India at his own cost with HPL, Owners/ Clients or Consultants of HPL/ Owner/ Client during the currency of the Contract, as and when required and fully cooperate with such persona and agencies involved during these discussions. The Contractor shall not deal in any way directly with the Clients/ Owners or Consultants of HPL/ Owner/ Clients and any dealing/ correspondence if required at any time, with Clients/ Owners/ Consultants shall be through HPL only.

During the execution of the work, Contractor shall submit at his own cost a detailed Monthly Progress report to the Engineer-in-Charge of HPL by 5<sup>th</sup> of every month. The format of monthly progress report shall be as approved by Engineer-in-Charge of HPL.

**84.0 CONTRACT AGREEMENT**

The Contractor shall enter into a Contract Agreement with the HPL within 15 days from the date of Letter of Intent or within such extended time, as may be granted by the HPL. The cost of stamp papers, stamp duty, registration, if applicable on the contract, shall be borne by the Contractor. In case, the contractor does not sign the agreement as above or start the work within 10 days of the issue of letter/ telegram of intent, his earnest money is liable to be forfeited and letter of intent consequently will stand withdrawn.

**85.0 MANNER OF EXECUTION OF AGREEMENT**

- i) The agreement as per prescribed Performa enclosed to the General Conditions of Contract shall be signed at the office of the HPL within 15 days from the date of issue of Letter of Intent. The Contractor shall provide for signing of the Contract, appropriate Power of Attorney and the requisite documents/ materials. Unless and until a formal contract is prepared and executed, the Letter of Intent read in conjunction with the Bidding Documents will constitute a binding contract.
- ii) The agreement will be signed in three originals and the Contractor shall be provided with one signed original and the other two originals will be retained by the HPL.

- iii) The Contractor shall provide free of cost to the HPL all the Engineering data, drawings and descriptive materials submitted alongwith the bid, in at least three (3) copies to form an integral part of the Agreement within seven (7) days after issuing of Letter of Intent.
- iv) Subsequent to signing of the Agreement, the Contractor at his own cost shall provide to the HPL with at least five (5) true hard bound copies of Agreement within thirty (30) days of its signing.

**86.0 PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISES**

HPL reserves its right to extend Purchase Preference to Central Public Sector Enterprises (CPSEs) as per policy of Government of India, if any, as applicable on this work. The tenderers are requested to go through latest instructions of Government of India on its preference policy for CPSUs before quoting for the tender.

**87.0 CHANGE IN FIRM'S CONSTITUTION TO BE INTIMATED.**

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 59.1 hereof and HPL shall be entitled to take action under Clause 72.2 (xi).

X.....X.....X



## **LABOUR SAFETY PROVISIONS**

- 1.0 Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given in inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).
- 2.0 Scaffolding or staging more than 3.6 m (12 feet) above the ground or floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3 feet) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 3.0 Working platforms, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m (12 feet) above ground level or floor level, they should be closely boarded, should have adequate width & should be suitable fastened as described in (2.0) above.
- 4.0 Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3 feet).
- 5.0 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30 feet) in length while the width between side rails is rung ladder shall in no case be less than 29 cm. for ladder upto and including 3m (10 feet) in length. For longer ladders this width should be increased at least  $\frac{1}{4}$ " for each additional 30 cm (1 ft.) of length. Uniform step spacing shall not exceed 30 cm (12"). Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of the work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceeding at law that may be brought by a person for inquiry sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the Contractor, be paid to compensate any claim by any such person.

## **6.0 EXCAVATION AND TRENCHING**

All trenches, 1.2 Mts. (4 feet) or more in depth, shall at all times be supplied with at least one ladder for each 30m (100 feet) in length or fraction thereof, Ladder shall be extended from bottom of the trench to at least 90 cm (3 feet) above the surface of the ground. The side of the trenches, which are 1.5m (5 feet) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger or sides to collapsing. The excavated materials shall not be placed within 1.5m (5 feet) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

- 7.0 Demolition – Before any demolition work is commenced and also during the progress of the work
- 7.1 All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- 7.2 No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- 7.3 All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be overloaded with debris or materials as to render it unsafe.
- 8.0 All necessary personal safety equipments as considered adequate by the Engineer-incharge should be kept available for the use of persons employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall be invariably provided:-
  - 8.1 Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - 8.2 Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eye shall be provided with protective goggles.
  - 8.3 Those engaged in welding works shall be provided with welders protective eye shields.
  - 8.4 Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe interval.
  - 8.5 When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident the public. In addition the contractor shall ensure that the following safety measures are adhered to:-

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

- m. The workers shall be provided with Gumboots or non-sparking shoes, bump helmets and gloves non sparking tools, safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
  - n. Workmen descending a manhole shall try each ladder step or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
  - o. If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
  - p. The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-charge regarding the steps to be taken on this regard in an individual case will be final
- 8.6 The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting the following precautions should be taken:-
- 8.6.1 No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
  - 8.6.2 Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
  - 8.6.3 Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
  - 8.6.4.1a) White lead, sulphate or lead work products containing those pigments shall not be used in painting operation except in the form of paste or of paints ready for use.
    - b) Measures shall be taken whenever required in order to prevent danger arising from the application of paint in the form of spray.
    - c) Measures shall be taken, whenever practicable to prevent danger arising out of dust caused by dry rubbing down and scrapping.
  - 8.6.4.2a) Adequate facilities shall be provided to enable working painter to wash during and on cessation of work.
    - b) Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.
  - 8.6.4.3a) Cases of lead poisoning and of suspected lead poisoning shall be notified and subsequently verified by a medical man appointed by the competent authorities of the Consultant.

- b) The HPL may require when necessary a medical examination of workers.
  - c) Instructions with regard to the special hygienic precautions to be taken in the painting trade shall be distributed to working painters
- 9.0 When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
- 10.0 Use of hoisting machines and tackle including their attachments encourage and supports shall conform to the following standard of conditions:-
- 10.1 a) These shall be of good mechanical construction, sound material and adequate strength and free from patent, defects and shall be kept required in good working order.
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
- 10.2 Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffolding winch or giving signals to operator.
- 10.3 In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- 10.4 In case HPL machines, the safe working load shall be notified by the Engineer-in-Charge. As regards Contractor's machines the Contractor shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Engineer-in-Charge.

- 6.0** Motors gearing, transmission electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguard. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel, such as gloves sleeves and boots as may be necessary be provided. The worker should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
- 12.0 All scaffold, ladders, and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 13.0 These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place of work spot. The person responsible for compliance of the safety codes shall be named therein by the contractor.
- 14.0 To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge or their representative.
- 15.0 Notwithstanding the above Clause from (1.0) to (14.0) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

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

### **1.0 APPLICATION**

These rules shall apply to all building and construction works in which 20 (twenty) or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contractors work is in progress.

### **2.0 DEFINITION**

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

### **3.0 FIRST-AID FACILITIES**

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

3.2 The First Aid Box shall be distinctly marked with a red cross on white ground and shall contain the following equipments.

3.2.1a) For work places in which number of contract labour employed does not exceed 50, each First Aid box shall contain the following equipments.

- i) 6 small sterilized dressings
- ii) 3 medium size sterilized dressings
- iii) large size sterilized dressings
- iv) 3 large sterilized burn dressings
- v) 1 (30 ml) bottle containing a two percent alcoholic solution of iodine.
- vi) 1 (30 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
- vii) 1 snake bite lancet
- viii) 1 (30 Gms) bottle of potassium permanganate crystals
- ix) 1 pair of scissors
- x) 1 copy of the First Aid leaf let issued by the Director General, Factory Advise Service and Labour Institutes, Government of India.

- xi) 1 bottle containing 100 tablets (each of 5 grams) of aspirin
  - xii) Ointment for burns
  - xiii) A bottle of suitable surgical antiseptic solution.
- 3.2.2 For work places in which the number of contract labour exceed 50. Each First Aid box shall contain the following equipments.
- i) 12 small sterilized dressings
  - ii) 6 medium size sterilized dressings
  - iii) 6 large size sterilized dressings
  - iv) 6 large size sterilized burn dressings
  - v) 6 (15 gms) packet sterilized cotton wool
  - vi) 1 (60 ml.) bottle containing a two percent iodine alcoholic solution.
  - vii) 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
  - viii) 1 roll of adhesive plaster
  - ix) 1 snake bite lancet
  - x) 1 (30 Gms) bottle of potassium permanganate crystals
  - xi) 1 pair of scissors
  - xii) 1 copy of the First Aid leaf let issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
  - xiii) A bottle containing 100 tablets (each of 5 grams) of aspirin
  - xiv) Ointment for burns
  - xv) A bottle of suitable surgical antiseptic solution
- 3.3 Adequate arrangements shall be made for immediate re-coupment of the equipment when necessary.
- 3.4 Nothing except the prescribed contents shall be kept in the First Aid box
- 3.5 The First Aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.



- 3.6 A person In charge of the First Aid box shall be a person trained in First Aid treatment, in work places where the number of labour employed is 150 or more.
- 3.7 In work places where the number of labour employed is 500 or more and hospital facilities are not available within easy distance of the works, first aid posts shall be established and run by a trained Compounder. The Compounder shall be on duty and shall be available at all hours when the workers are at work.
- 3.8 Where work places are situated in places, which are not town or cities, a suitable motor transport shall be kept readily available to carry injured person or persons suddenly taken ill to the nearest hospital.

#### **4.0 DRINKING WATER**

- 4.1 In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- 4.2 Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- 4.3 Every water supply of storage shall be at a distance of not less than 50 feet from any latrines drain or other source of pollution, where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap-door which shall be dust and water proof.
- 4.4 A reliable pump shall be fitted to each covered well, trap-door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

#### **5.0 WASHING FACILITIES**

- 5.1 In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of labour employed therein.
- 5.2 Separate and adequate screening facilities shall be provided for the use of male and female workers.
- 5.3 Such facilities shall be conveniently accessible and shall be kept clean and hygienic condition

#### **6.0 LATRINES AND URINALS**

- 6.1 Latrines shall be provided in every work place on the following scale, namely:-
- a) Where females are employed there shall be at least one latrine for every 25 females.
  - c) Where males are employed, there shall be at least one latrine for every 25 males.

- Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females, as the case may be, upto the first 100, and one for every 50 thereafter.
- 6.2 Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- 6.3 Construction of Latrines: The inside walls shall be constructed of masonry or some suitable heat resisting non-absorbent materials and shall be cement washed inside and outside at least once a year. Latrine shall not be a standard lower than bore-hole system.
- 6.4 a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men Only" or "For Women only" as the case may be.
- b) The notice shall also bear the figure of man or of a woman, as the case may be.
- 6.5 There shall be at least one urinal for male workers upto 50 and one for female workers upto 50 employed at a time. Provided that where the number of male or female workmen, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereof, thereafter.
- 6.6 a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
- b) Latrines and urinals other than those connected with a flush sewerage system shall comply with the requirements of the Public Health Authorities.
- 6.7 Water shall be provided by means of a tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- 6.8 Disposal of Excreta
- Unless otherwise arranged for by the local sanitary authority arrangements for proper disposal of excrete by incineration at the work place shall be made by means of a suitable incinerator. Alternatively excreta may be disposed off by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm layer of waste or for refuse and then covering it with a layer of earth for fortnight (when it will turn into manure).
- 6.9 The Contractor shall, at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the Contractor's workmen or employees on the site. The Contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such work on his behalf.

## **7.0 PROVISION OF SHELTER DURING REST**

At every place there shall be provided, free of cost four suitable sheds, two for meals and the other two for rest separately for the use of man and woman labour. The height of each shelter shall not be less than 3 meters from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sqm per head. Provided that the Engineer-in-Charges may permit, subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

## **8.0 CRECHES**

8.1 A every work place, at which 20 or more women workers are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedrooms.

The rooms shall be constructed with the specifications as given below:-

- i) The rooms 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 the sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation the roofs remain water tight.
- ii) The rooms shall be provided with proper ventilation
- iii) All doors/ windows and ventilators shall be provided with suitable leaves for security purposes.

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

8.2 The Contractor shall supply adequate number of toys and games in the playroom and sufficient number of cots and beddings in the bed-room.

8.4 The Contractor shall provide one Ayaa to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceeds 50.

8.5 The use of the rooms/earmarked as crèches shall be restricted to children, their attendant and mother of the children.

## **9.0 CANTEENS**

- 9.1 In every work place where the work regarding the employment of Contract labour is likely to continue for six months and wherein contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the Contractor for the use of such contract labour.
- 9.2 The canteen shall be maintained. By the Contractor in an efficient manner.
- 9.3 The canteen shall consist of at least a dining hall, kitchen, and storeroom, pantry and washing places separately for workers and utensils.
- 9.4 The canteen shall be sufficiently lighted at all times when any person has access to it.
- 9.5 The floor shall be made of smooth and impervious material and inside walls shall be lime-washed or colour washed at least once in each year. Provided that the inside walls of the kitchen shall be lime-washed every four months.
- 9.6 The premises of the canteen shall be maintained in a clean and sanitary condition.
- 9.7 Waste Water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- 9.8 Suitable arrangements shall be made for the collection and disposal of garbage.
- 9.9 The dining hall shall accommodate at a time 30 persons of the labour working at a time.
- 9.10 The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chair shall not be less than one square meter per dinner to be accommodated.
- 9.11 (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.  
(b) Washing places for women shall be separate and screened to secure privacy.
- 9.12 Sufficient tables, stool, chairs or benches shall be available for the number of dinners to be accommodated.
- 9.13.1 (a) There shall be provided and maintained sufficient utensils, crockery, furniture and any other equipment necessary for the efficient running of the canteen.  
(b) The furniture, utensils and other equipment shall be maintained in a clean and hygienic condition.
- 9.13.2 (a) Suitable clean clothes for the employees serving in the canteen shall be provided and mentioned.  
(b) A service counter, if provided, shall be top of smooth and impervious material.

- (c) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.
- 9.14 The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the labour.
- 9.15 The charge for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit', 'No loss' and shall be conspicuously displayed in the canteen.
- 9.16 In arriving at price of food stuffs, and other articles served in the canteen, the following items shall not be taken into consideration as expenditure, namely:
  - (a) The rent of land building.
  - (b) The depreciation and maintenance charges for the building and equipment provided for the canteen.
  - (c) The cost of purchase, repair and replacement of equipment including furniture, crockery, cutlery and utensils.
  - (d) The water charges and other charges incurred for lighting and ventilation.
  - (e) The interest and amounts spent on the provision and maintenance and equipment provided for in the canteen.
- 9.17 The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

#### **10.0 ANTI MALARIAL PRECAUTIONS**

The Contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-charge including the filling up of any borrows pits which may have been dug by him.

#### **11.0 AMENDMENTS**

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

## **CONTRACTOR'S LABOUR REGULATIONS**

### **1.0 SHORT TITLE**

These regulations may be called the Contractor "Labour Regulations"

### **2.0 DEEFINITIONS**

- 2.1 "Workman" means any person employed by the HPL or its Contractor directly or indirectly through a sub-contractor, with or without the knowledge, of the HPL to do any skilled, semi-skilled, un-skilled, manual, supervisory, technical or clerical work for hire or reward, whether, the terms of employment are expressed or implied but does not include any person.
- (a) Who is employed mainly in a managerial or administrative capacity: or
  - (b) Who being employed in a supervisory capacity draws wages exceeding Rupees Two thousand Five hundred per person or exercises either by the nature of the duties attached to the office or by reason of powers vested to him, functions mainly; of managerial nature.
  - (c) Who is an out worker, that is to say, a person to whom any articles or materials are given out by or on behalf of the principal employer to be made up cleaned, washed, altered, ornamental finished, repaired, adopted or otherwise processed for sale for the purpose of the trade or business of the principal employer and the process is to be carried out either in the home of the out worker or in some other premises not being premises under the control and management of the principal employer.
- 2.2 "Fair Wages" means whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.
- 2.3 "Contractor" shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through labour or who supplies labour for any work and includes a sub-contractor.
- 2.4 "Wages" shall have the same meaning as defined in the payment of Wages Act.
- 2.4.1 Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
  - 2.4.2 When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid overtime for the extra hours put in by him at double the ordinary rate of wages.

- 2.4.3.1 Every worker shall be given a weekly holiday on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.
- 2.4.3.2 Whether the Minimum Wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- 2.4.3.3 Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substitute holiday to him for the whole day on one of the five days immediately before or after the normal weekly holidays and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

### **3.0 DISPLAY OF NOTICE REGARDING – WAGES, ETC.**

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

### **4.0 PAYMENT OF WAGES**

- 4.1 The contractor shall fix wage periods in respect of which wages shall be payable.
- 4.2 No wage period shall exceed one month.
- 4.3 The wages of every person employed as labour in an establishment or by a contractor where less than one thousand, such persons are employed shall be paid before the expiry of the seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- 4.4 Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- 4.5 All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- 4.6 Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- 4.7 All wages shall be paid in current coin or currency or in both.
- 4.8 Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the payment of Wages Act 1956.
- 4.9 A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.

- 4.10 It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Engineer or any other authorized representatives of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
- 4.11 The contractor shall obtain from the Engineer or an other authorized representative of the Engineer-in-charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:  
"Certified that the amount shown in column No----- has been paid to the workmen concerned in my presence on----- at----".

**5.0 FINES AND DEDUCTIONS, WHICH MAY BE MADE FROM WAGES**

- 5.1 The wages of a worker shall be paid to him without any deduction of any kind except the following –
- a) Fines
  - b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
  - c) Deduction for damage to or loss of goods expressly entrusted to the employed persons for custody, or for loss of money or any other deduction which he is required to account where such damage or loss is directly attributable to his neglect or default.
  - d) Deduction for recovery of advance or for adjustment of over payment of wages, advances granted shall be entered in a register.
  - e) Any other deduction, which the Central Government may from time to time allow.
- 5.2 No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved by the Chief Labour Commissioner.
- Note: An approved list of Acts and Omissions for which fines can be imposed is enclosed a Appendix-1.
- 5.3 No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- 5.4 The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in Rupees of the total wages, payable to him in respect of that wage period.
- 5.5 No fine imposed on any worker shall be recovered from him in installment, or after the expiry of sixty days from the date on which it was imposed.



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

**6.0 LABOUR RECORDS**

- 6.1 The contractor shall maintain a "Register of persons employed" on work on contract in form XIII of the CL (R&A) Central Rules 1971(Appendix-B)
- 6.2 The contractor shall maintain a "Muster Roll" register in respects of all workmen employed by him on the work under contract in form XVI of the CL (R&A) Rules1971 (Appendix-C).
- 6.3 The contractor shall maintain a "Wage Register" in respect of al workmen employed by him on the work in form(Appendix-D).
- 6.4 Register of accidents-The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
- (a) Full particulars of the labourers who met with accident
  - (b) Rate of wages
  - (c) Sex
  - (d) Age
  - (e) Nature of accident and cause of accident.
  - (f) Time and date of accident
  - (g) Date and time when he/she admitted in Hospital
  - (h) Date of discharge from the Hospital
  - (i) Period of treatment and result of treatment
  - (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
  - (k) Claim required to be paid under Workmen's Compensation Act.
  - (l) Date of payment of compensation.
  - (m) Amount paid with details of the person to whom the same was paid.
  - (n) Authority by whom the compensation was assessed.
  - (o) Remarks.
- 6.5 Register of Fines- The contractor shall maintain a "Register of" Fines" in the form (Appendix-H)
- The contractor shall display in a good condition and in a conspicuous place of work the approved list of Acts and Omission for which fines can be imposed (Appendix-I)
- 6.6 Register of Deductions-The contractor shall maintain a "Register of Deductions" in form (Appendix-J)
- 6.7 Register of Advances-The contractor shall maintain a "Register of Advances" in form (Appendix-K)

- 6.8 Register of Overtime-The contractor shall maintain a "Register of Overtime" in form (Appendix-L)

**7.0 ATTENDANCE CARD-CUM WAGE SLIP**

- 7.1 The contractor shall issue an attendance card-cum wage slip to each workman employed by him in the specimen form at (Appendix-E).
- 7.2 The card shall be valid for each wage period.
- 7.3 The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- 7.4 The card shall remain in possession of the worker during the wage period under reference.
- 7.5 The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- 7.6 The contractor shall obtain the signature of thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

**8.0 EMPLOYMENT CARD**

The contractor shall issue an Employment Card in form to each worker within three days of the employment of the worker (Appendix-F)

**9.0 SERVICE CERTIFICATE**

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose service has been terminated, a service certificate in form Appendix-G.

**10.0 PRESERVATION OF LABOUR RECORDS**

All records required to be maintained under Regulations Nos. 6 and 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge, Labour Officer.

**11.0 POWER OF LABOUR OFFICERS TO MAKE INVESTIGATIONS INQUIRY**

The Labour Officer or any other person authorized by HPL on its behalf shall have power to make inquiries with a view to ascertaining and enforcing due and proper observance of the Fair Wage Clauses and the provisions of Regulations. He shall investigate into any complaint regarding the default made by the contractor or sub contractor in regard to such provision.

**12.0 REPORT OF LABOUR OFFICER**

The labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer-in-charge concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages other dues be paid to the labourers concerned. In case appeal is made by the contractor under these regulations, actual payment to labours will be made by the Engineer-in-charge after HO has given decision on such appeal.

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

### **13.0 APPEALS AGAINST THE DECISION OF LABOUR OFFICER**

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorized may appeal against such decision of HO concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Engineer-in-charge concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

### **14.0 PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER**

- i) A Workman shall be entitled to be represented in any investigation or enquiry under these regulations by:-
  - a) An Officer of a registered trade union of which he is a member.
  - b) An Officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
  - c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by:-
  - a) An Officer of an association of employers of which he is a member.
  - b) An Officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.
  - c) Where the employer is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.
- iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

### **15.0 INSPECTION OF BOOKS AND SLIPS**

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

### **16.0 SUBMISSION OF RETURN**

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

### **17.0 AMENDMENTS**

The HPL may from time to time, add or amend the regulations and on any question as to the application, interpretation or effect of these regulations the decision of the Engineer-in-charge concerned shall be final.

**Appendix – 'A'**

**LABOUR BOARD**

Name of work

Name of Contractor

Address of Contractor

Name and Address of Site

Name of Labour Enforcement Officer

Address of Labour Enforcement Officer

| S.No | Category | Minimum wage fixed | Actual Wages paid | Number present | Remarks |
|------|----------|--------------------|-------------------|----------------|---------|
|      |          |                    |                   |                |         |

Weekly Holiday

Wage Period

Date of Payment of Wages

Working hours

Rest interval

**FORM 13**

**SEE RULE 75**

**Appendix - 'B '**

REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR

Name and Address of Contractor

Name and Address of Establishment in/  
under which contract is carried on

Nature and location of work

Name and Address of Principal Employer

| S.No | Name and surname of workman | Age & sex | Father's/ Husbands name | Nature of Employment/ designation | Permanent Home address of the workman (village and Tehsil Taluk and District) | Local address |
|------|-----------------------------|-----------|-------------------------|-----------------------------------|---|---------------|
| 1    | 2                           | 3         | 4                       | 5                                 | 6   | 7             |

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

**FORM XVI**

**Appendix – 'C'**

(See Rule 78(2)(193)

**MUSTER ROLL**

Name and address of contractor

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

Nature and location of work

Name and Address of Principal Employer

For the month / fortnight

| S.No. | Name of the<br>workman | Sex | Father's/<br>Husband's<br>Name | Dates | Remarks |
|-------|------------------------|-----|--------------------------------|-------|---------|
| 1.    | 2.                     | 3.  | 4.                             | 5.    | 6.      |

**FORM XVII**

**Appendix – 'D'**

(See Rule 78(2)(03))

**REGISTER OF WAGES**

Name and Address of Contractor

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

Nature and location of work

Name and Address of Principal Employer

Wage period: monthly / fortnightly

| S.No. | Name of workman | Serial No. in the register of workman | Designation nature of work done | Nos. of days worked | Units of work done | Daily rate of wages/piece rate | Basic wages |
|-------|-----------------|---------------------------------------|---------------------------------|---------------------|--------------------|--------------------------------|-------------|
| 1     | 2               | 3                                     | 4                               | 5                   | 6                  | 7                              | 8           |

| Dearness Allowance | Over time | Other cash payments (Nature of payments to be indicated) | Total | Deduction if any (indicate nature) | Net Amount paid | Signature or thumb impression of the workman | Initial of contractor or his representative |
|--------------------|-----------|--|-------|------------------------------------|-----------------|--|---|
| 9                  | 10        | 11   | 12    | 13                                 | 14              | 15   | 16  |

Signature of contractor with seal

71

H.P.L.

**FORM XIX**

**Appendix – 'E'**

{SEE RULE 78 (2) (B)}

**WAGE – SLIP**

Name and address of contractor

Name and Father's/ Husband's name of workman

Nature of location of work

For the Week/ Fortnight/ Month ending

1. No of days worked
2. No. of Units worked in case of piece rate workers
3. Rate of daily wages/ piece rate
4. Amount of overtime wages
5. Gross wages payable
6. Deductions if any
7. Net amount of wages paid.

Signature of Contractor



**Appendix – 'E-1'**

**WAGE – CARD**

Wage Card No.

Name and address of Contractor

Date of Issue

Nature of work with location

Designation

Name of workman

Month/ Fortnight

Rate of Wages

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

Morning

Rate

Evening

Amount

Initial

Received from  
wages

the sum of Rs.

On account of my

Signature

The wage card is valid for one month from the date of issue

**FORM XIV**

**Appendix – 'F'**

(SEE RULE 76)

**EMPLOYMENT CARD**

Name and address of contractor

Name and address of establishment under which  
The contract is carried out

Nature and location of work

Name and address of Principal Employer

1. Name of the workman
2. S. Name in the register of workman employed
3. Nature of employment/ designation
4. Wage rate (with particulars of unit in case of piece work)
5. Wage period
6. Tenure of employment
7. Remarks

Signature of Contractor

**FORM XV**

**Appendix – 'G'**

(SEE RULE 77)

**SERVICE CERTIFICATE**

Name and address of contractor

Nature and location of work

Name and address of workman

Age or date of birth

Identification Marks

Father's/ Husband's name

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

Name and address of Principal Employer

-----

| S.No. | Total period for which employed |    | Nature of work done | Rate of wages (with particulars of unit in case of piece work). | Remarks |
|-------|---------------------------------|----|---------------------|---|---------|
|       | From                            | To |                     |   |         |
| 1     | 2                               | 3  | 4                   | 5   | 6       |

Signature of Contractor

Signature of contractor with seal

75

H.P.L.

**Appendix – 'H'**

**FORM XII**

{SEE RULE 78 (2) (D)}

**REGISTER OF FINES**

Name and address of contractor

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

Nature and location of work

Name and address of workman

Name and address of Principal Employer

| S.No. | Name of Workman | Father's/<br>Husband<br>Name | Designation/<br>nature of<br>employment | Act/<br>Omission<br>for which<br>fine imposed | Date of<br>offence |
|-------|-----------------|------------------------------|---|---|--------------------|
| 1.    | 2.              | 3.                           | 4.                                      | 5.  | 6.                 |

| Whether<br>Workman<br>showed<br>cause<br>against<br>fine. | Name of<br>person in<br>whose<br>presence<br>employee's<br>explanation<br>was heard | Wage period<br>and wages<br>payable | Amount of<br>fine imposed | Date on<br>which fine<br>realized | Remarks |
|---|---|-------------------------------------|---------------------------|-----------------------------------|---------|
| 7   | 8   | 9                                   | 10                        | 11                                | 12      |

**Appendix – 'I'**

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

In accordance with rule of Labour Regulations, to be displayed prominently at the site of work both in English and local language

1. Willful insubordination or disobedience, whether alone or in combination with other
2. Theft, fraud or dishonestly in connection with contractors beside a business or property of HPL
3. Taking or giving bribes or any illegal gratifications
4. Habitual late attendance
5. Drunkenness, fighting riotous or disorderly or indifferent behavior
6. Habitual negligence
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline
9. Causing damage to work in the progress or to property of the HPL or of the contractor.
10. Sleeping on duty
11. Malingering or slowing down work
12. Giving the false information regarding name, age, fathers name etc.
13. Habitual loss of wage cards supplied by the employer
14. Unauthorized use of employer's property of manufacturing or making of unauthorized articles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers, which is not approved by the HPL for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/ or misleading statements
17. Engaging on trade within the premises of the establishment
18. Any unauthorized divulgence of business affairs of the employees
19. Collection or canvassing for the collection of any money within the premises, of an establishment unless authorized by the employer.
20. Holding meeting inside the premises with out previous sanction of the employer.
21. Threatening or intimidating any workman or employer during the working hours within the premises.

X.....X.....X

**Appendix – J**

**FORM XX**  
**{SEE RULE 78(2) (D)}**

**REGISTER OF DEDUCTION FOR DAMAGES OR LOSS**

Name and address of contractor

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

Nature and location of work

Name and address of Principal Employer

| S.No. | Name of<br>Workman | Father's/Husband<br>Name | Designation / | Particulars of<br>nature of damage or<br>Employment | Date of<br>loss | damage/<br>loss |
|-------|--------------------|--------------------------|---------------|---|-----------------|-----------------|
| 1.    | 2.                 | 3.                       |               | 4.  | 5.              | 6.              |

| <u>Date of recovery</u>  |  |                                   |                       |                           |                          |         |
|--|--|-----------------------------------|-----------------------|---------------------------|--------------------------|---------|
| Whether<br>Workman<br>Showed<br>cause<br>against<br>deductions | Name of person<br>in whose<br>presence<br>employees<br>explanation was<br>heard. | Amount of<br>deduction<br>imposed | No. of<br>installment | First<br>insta-<br>llment | Last<br>insta-<br>llment | Remarks |
| 7.   | 8.   | 9.                                | 10.                   | 11.                       | 12.                      | 13.     |

Signature of contractor with seal

78

H.P.L.

**Appendix - K**

**FORM XXII**

**(SEE RULE 78(2))**

**REGISTER OF ADVANCES**

Name and address of contractor

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

Nature and location of work

Name and address of Principal Employer

| S.No. | Name of<br>Workman | Father's/<br>Husband's<br>Name | Designation/<br>nature of<br>employment | Wages period<br>and wages<br>payable | Date and<br>amount of<br>advance given |
|-------|--------------------|--------------------------------|---|--------------------------------------|--|
| 1.    | 2.                 | 3.                             | 4.                                      | 5.                                   | 6.                                     |

| Purpose/for<br>Which<br>advance<br>made | No. of<br>instalments<br>by which<br>advance is<br>to be paid | Date and<br>amount of<br>each<br>instalment<br>repaid. | Date on which<br>last instalment<br>was repaid | Remarks |
|---|---|--|--|---------|
| 7.                                      | 8.  | 9.   | 10.  | 11.     |

**Appendix - L**

**FORM XXIII**

**{SEE RULE 78(2)(E)}**

**REGISTER OF OVERTIME**

Name and address of contractor

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

Nature and location of work

Name and address of Principal Employer

| S.No.  | Name of<br>Workman | Father's/<br>Husband's<br>Name | Sex                          | Designation/<br>nature of<br>employment | Date on which<br>overtime<br>worked           |         |
|--|--------------------|--------------------------------|------------------------------|---|---|---------|
| 1.   | 2.                 | 3.                             | 4.                           | 5.                                      | 6.  |         |
|  |                    |                                |                              |   |   |         |
| Total overtime<br>worked or<br>production in<br>case of piece<br>rated |                    | Normal rate<br>of wages        | Overtime<br>rate of<br>wages | Overtime<br>earning                     | Rate on<br>which<br>overtime<br>wages<br>paid | Remarks |
| 7.   | 8.                 | 9.                             | 10.                          | 11.                                     | 12  |         |

Signature of contractor with seal

80

H.P.L.



**APPLICATION FOR EXTENSION OF TIME**

(To be completed by the Contractor)

**P A R T – 1**

1. Name of Contractor
2. Name of the work as given in the Agreement.
3. Agreement No.
4. Estimated amount put to tender
5. Date of commencement work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated as per agreement
8. Period for which extension of time has been give previously.

**Extension granted**

- |    |  |        |      |
|----|--|--------|------|
| a) | First extension vide Engineer-in-Charge<br>letter No.....date            | Months | Days |
| b) | 2 <sup>nd</sup> extension vide Engineer-in- Charge<br>letter No.....date | Months | Days |
| c) | 3 <sup>rd</sup> extension vide Engineer-in- Charge<br>letter No.....date | Months | Days |
| d) | 4 <sup>th</sup> extension vide Engineer-in-Charge<br>letter No..... date | Months | Days |

**Total extension previously given**

9. Reasons for which extension have been previously given (copies of the previous application should be attached).
10. Period for which extension is applied for

11. Hindrances on account of which extension is applied for with dates on which hindrances occurred, and the period for which these are likely to last.

- a) Serial No.
- b) Nature of hindrance
- c) Date of occurrence
- d) Period for which it is likely to last
- e) Period for which extension required for this particular hindrance
- f) Over lapping period, if any, with reference to item.
- g) Net extension applied for
- h) Remarks, if any.

Total period for which extension is now applied for on account of hindrances mentioned above..... Month/..... days.

12. Extension of time required for extra work

13. Details of extra work and on the amount involved:-

- a) Total value of extra work
- b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.

14. Total extension of time required for 11 & 12

Submitted to the Engineer-in-Charge.

SIGNATURE OF CONTRACTOR

Date:

### **APPLICATION FOR EXTENSION OF TIME**

(PART- II)

1. Date of receipt of application from Contractor for the work in the Engineer-in-Charge office.
2. Acknowledgement issued by Engineer-in-Charge vide his letter No., the
3. Engineer-in-Charge remarks regarding hindrances mentioned by the Contractor
  - i) Serial No.
  - ii) Nature of Hindrance
  - iii) Date of occurrence of hindrance
  - iv) Period for which hindrance, is likely to last
  - v) Extension of time period applied for by the contractor
  - vi) Over lapping period, if any, giving reference to items which over lap
  - vii) Net period for which extension is recommended
  - viii) Remarks as to why the hindrance occurred and justification for extension recommended.
4. Engineer-in-Charge recommendations.

(The present progress of the work should be stated and whether the work is likely to be completed by the date upto which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under the agreement).

SIGNATURE OF ENGINEER-IN-CHARGE

**PROFORMA FOR EXTENSION OF TIME**

**P A R T - III**

To

Name

Address of the Contractor

SUBJECT:

Dear Sir(s),

Reference your letter No. \_\_\_\_\_ dated \_\_\_\_\_, in connection with the grant of extension of time for completion of the work.

The date of completion for the above mentioned work, is \_\_\_\_\_ as stipulated in the agreement, dated \_\_\_\_\_.

Extension of time for completion of the above mentioned work is granted upto \_\_\_\_\_, without prejudice to the right of the HPL to recover compensation for delay in accordance with the provision made in Clause of the said agreement dated the \_\_\_\_/\_\_\_\_/\_\_\_\_. It is also clearly understood that the HPL shall not consider any revision in contract price or any other compensation whatsoever due to grant of this extension.

Provided that notwithstanding the extension hereby granted, time is and shall still continue to be the essence of the said agreement.

Yours faithfully,

FOR HINDUSTAN PREFAB LIMITED

**PROFORMA OF BANK GUARANTEE (E M D)**

Hindustan Prefab Limited,  
Jangpura,  
New Delhi : 110 014.

In consideration of Hindustan Prefab Limited, having its Registered Office at Hindustan Prefab Limited, Jangpura, New Delhi - 110 014 (hereinafter called "HPL" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No. \_\_\_\_\_ and M/s \_\_\_\_\_ having its Registered Head Office at \_\_\_\_\_ (hereinafter called the "TENDERER") is to participate in the said tender for \_\_\_\_\_. Whereas HPL, as per Special Condition of Contract, has agreed to accept an irrevocable and unconditional Bid Bond Guarantee for an amount of Rs. \_\_\_\_\_ valid upto \_\_\_\_\_ from the tenderer in lieu of Cash Deposit of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) required to be made by the tenderer, as a condition precedent for participation in the said tender. We the \_\_\_\_\_ (hereinafter called the "BANK") having its Registered, Office at \_\_\_\_\_ and branch office at \_\_\_\_\_ do hereby unconditionally and irrevocably undertake to pay to HPL immediately on demand in writing and without demur / protest any amount but not exceeding Rs. \_\_\_\_\_. Any such demand made by HPL shall be conclusive and binding on us irrespective of any dispute or differences that may be raised by the tenderer.

Any change in the constitution of the tenderer or the Bank shall not discharge our liability under the guarantee.

We, the \_\_\_\_\_ Bank, lastly undertake not to revoke this guarantee during its currency without the prior consent of HPL in writing and this guarantee shall remain valid upto \_\_\_\_\_, unless a claim is made within three months from the date of expiry i.e. \_\_\_\_\_ (three months after the date of expiry), we shall be relieved of our liability under this guarantee thereafter.

FOR AND ON BEHALF OF BANK

PLACE:

DATE :

WITNESS.

- 1.
- 2.

**PROFORMA OF BANK GUARANTEE (PERFORMANCE)**

Hindustan Prefab Limited,  
Jangpura,  
New Delhi-110014.

(Address as mentioned in Notice Inviting Tender)

Whereas the Hindustan Prefab Limited (hereinafter called HPL which expression shall include its successors and assigns) having awarded a work order/contract/supply order No. dated..... (hereinafter called the contract) to M/s..... (hereinafter called the contractor/supplier) at a total price of Rs.....subject to the terms and conditions contained in the contract.

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

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

- (i) This guarantee shall be continuing guarantee and irrevocable for all claims of HPL as specified above and shall be valid during the period specified for the performance of the contract including the period of maintenance/warranty i.e upto.....
- (ii) We, the said bank further agree with HPL that HPL shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by HPL against the contractor/supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or omission on the part of HPL or any indulgence by HPL to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

- (iii) This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever HPL may now or at anytime have in relation to the performance of the works/equipment and the company shall have full re-course to or enforce this security in preference to any other security or guarantee which the HPL may have or obtained and there shall be no forbearance on the part of the HPL in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for HPL to proceed against the said contractor/supplier before proceeding against the Bank.
- (iv) This guarantee/undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier/contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to HPL in terms thereof are paid by the Bank.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise affected or suspended by reasons of any dispute or disputes having been raised by the supplier/contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the supplier/contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to HPL in terms hereof.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of HPL in writing. Unless a claim is made in writing sixty days after the date of expiry of this guarantee i.e. .... we shall be relieved from all liabilities under this guarantee thereafter.

Signed this..... day of ..... at.....

For and on behalf of Bank

WITNESS.

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

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

**PROFORMA OF BANK GUARANTEE  
(FOR MOBILIZATION ADVANCE)**

Hindustan Prefab Limited,  
Jangpura, New Delhi-110014.

1. In consideration of the Hindustan Prefab Ltd. (hereinafter called "The HPL" which expression shall unless repugnant to the subject or context include his successor and assigns) having agreed under the terms and conditions of Contract No.....dated.....made between ..... (hereinafter called the said contractor) and the HPL in connection with ..... (hereinafter called "the said contract") to make at the request of the Contractor, Mobilization Advance of Rs..... for utilizing it for the purpose of the contract on his furnishing a guarantee acceptable to the HPL, we the .... Bank Ltd.(hereinafter referred to the "the said Bank") and having our registered office at .....do hereby guarantee the due recovery by the HPL of the said advance as provided according to the terms and conditions of the contract. We..... do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the HPL stating that the amount claimed is due to the HPL under the said Agreement. Any such demand made on the .... shall be conclusive as regards the amount due and payable by the ..... under this guarantee and .... agree that the liability of the.... to pay the HPL the amount so demanded shall be absolute and unconditional notwithstanding any dispute or disputes raised by the contractor and notwithstanding any legal proceeding pending in any court or Tribunal relating thereto. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....
2. We.....Bank further agree that the HPL shall be the sole judge of and as to whether the amount claimed has fallen due to the HPL under the said agreement or whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by the HPL on account of the said advance together with interest not being recovered in full and the decision of the HPL that the amount has fallen due from contractor or the said Contractor has not utilized the said advance or any part thereto for the purpose of the contract and as to the amount or amounts of loss or damage caused to or suffered by the HPL shall be final and binding on us.
3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect till the said advance has been fully recovered and its claims satisfied or discharged and till HPL certify that the said advance has been fully recovered from the said Contractor, and accordingly discharges this Guarantee subject, however, that the Corporation shall have no claims under this Guarantee after the said advance has been fully recovered, unless a notice of the claims under this Guarantee has been served on the Bank before this expiry of the said Bank Guarantee in which case the same shall be enforceable against the Bank.



4. The HPL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said contractor or to postpone for any time and from time to time of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said contract or the advance or securities available to the HPL and the said Bank shall not be released from its liability under these presents by any exercise by the HPL of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of the HPL or any indulgence by the HPL to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the bank from its such liability.
5. It shall not be necessary for the HPL to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the HPL may have obtained or obtain from the contractor or shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the HPL in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

Dated this..... day of.....

For and on behalf of Bank  
(NAME AND DESIGNATION)

Dated:-

## **PROFORMA OF BANK GUARANTEE (IN LIEU OF SECURITY DEPOSIT)**

Hindustan Prefab Limited,  
Jangpura,  
New Delhi-110014.

In consideration of the Hindustan Prefab Limited (hereinafter called "The HPL") which expression shall include its successors and assigns having awarded to M/s..... (hereinafter called "the Supplier/Contractor") which expression shall wherever the subject or context so permits include its successors and assigns) a contract in terms inter-alia of the company's letter No.....dated..... and the Contract/Purchase Conditions of the Company and upon the condition of the supplier/Contractor furnishing security for the performance of the supplier's obligations and/or discharge of the contractor's/supplier's liability under and/or in connection with the said supply contract upto a sum of Rs.....(Rupees.....only) We,..... (hereinafter called "The Bank") which expression shall include its successors and assigns) hereby undertake and guarantee payment to HPL forthwith on the same day on demand in writing and without protest or demur of any and all moneys payable by the supplier/contractor to the Company under, in respect or in connection with the said contract inclusive of all the losses, damages, costs, charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the Company to the Bank with reference to this guarantee upto and aggregate limit of Rs.....(Rupees.....only) and the bank hereby agree with the Company that:-

1. This Guarantee shall be continuing guarantee and shall..... remain valid and irrevocable for all claims of the Company and liabilities of supplier/Contractor arising upto and until midnight of.....
2. This Guarantee shall be in addition to any other Guarantee or Security whatsoever that the Company now or at any time have in relation to the Supplier's obligations/liabilities under and/or in connection with the said supply/contract, and the company shall have full authority to take recourse or to enforce this Security in preference to any other Guarantee or Security which the Company may have or obtain and no forbearance on the part of the Company in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its liability hereunder.
3. The Company shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Supplier's/Contractor's obligations and/or liabilities under or in connection with the said supply/contract or to grant time and / or indulgence to the supplier/ contractor to increase or otherwise vary the prices or the total contract value or to release or to forbear from enforcement of all or any of the conditions under the said supply/contract and/ or the remedies of the Company under any other security/securities now or hereafter held by the Company and no such dealings, increase(s) or other indulgence(s) or arrangement(s) with the supplier/ contractor or releasing or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or prejudicing rights of the company against the Bank.

4. This Guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier/ contractor but shall in all respects and for all purpose be binding and operative until payment of all moneys payable to the company in terms thereof.
5. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank in terms hereof shall not be otherwise affected or suspended by reason of any dispute or disputes having been raised by the supplier/ contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial or liability by the supplier/contractor stopping/preventing or purporting to stop or prevent any payment by the Bank to the Company in terms thereof.
6. The amount stated in any notice of demand addressed by the company to the Guarantor as liable to be paid to the Company by the supplier/contractor or as suffered or incurred by the Company on account of any losses or damages, costs, charges and/or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the company or suffered or incurred by the company as the case may be and payable by the Guarantor to the Company in terms hereof subject to a maximum of Rs.....(Rupees.....only).
7. Unless demand or claim under this guarantee is made on the Guarantor in writing within three months form the date of expiry of the Guarantee i.e. upto ..... the Guarantor shall be discharged from all liabilities under this Guarantee there under.

Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs..... (Rupees ..... only). This guarantee will expire on .... Any claim under this Guarantee must be received by us within three months from the date of expiry i.e.....(date, three months after the expiry date) and if no such claim has been received by us by that date all your rights under this guarantee will cease.

For and on behalf of Bank

Place

Date

WITNESS.

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

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

**FORM FOR GUARANTEE BOND  
(FOR ANTI TERMITE TREATMENT)**

THIS AGREEMENT made this \_\_\_\_\_day of two thousand\_\_\_\_\_ between M/s .....  
(hereinafter called the guarantor of the one part) and M/s Hindustan Prefab Limited,  
(hereinafter called the HPL, the Execution Agency of the other part).

Whereas this agreement is supplementary to the contract hereinafter called the contract  
dated\_\_\_\_\_ made between the guarantor of the one part and Hindustan Prefab Limited, of  
the other part whereby the contractor inter-alia, understood to render the buildings and  
structures in the said contract recited, completed, termite proof.

And whereas the guarantor agreed to give a guarantee to the effect that the said structure will  
remain termite proof for ten years to be so reckoned from the date after the maintenance  
period prescribed in the contract expires.

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

That if the Guarantor fails to execute the Anti-Termite treatment or commits breaches  
hereunder then the Guarantor will indemnify HPL against all losses damages, cost expenses or  
otherwise which may be incurred by him by reasons of any default on the part of the guarantor  
in performance and observance of this supplemental Agreement. As to the amount of loss and  
or damage and/or cost incurred by HPL decision of the Engineer-in-Charge will be final and  
binding on the parties.

In witness where of these presents have been executed by the Guarantor\_\_\_\_\_ and  
by \_\_\_\_\_ for and on behalf of HPL on the day of month and year first above  
written.

Signed sealed and delivered by (Guarantor)

IN THE PRESENCE OF:

- 1.
- 2.

Signed for and on behalf of HPL by/in presence of

- 1.
- 2.

## **GUARANTEE TO BE EXECUTED BY CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS**

The agreement made this.....day of.....Two thousand and .....between ..... (hereinafter called guarantor of the one part) and the Hindustan Prefab Ltd. (hereinafter called the HPL, the Execution Agency of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the Contract), dated .....and made between the GUARANTOR OF THE ONE part and the HPL of the other part, whereby the Contractor, inter-alia, undertook to render the buildings and structures in the said contract recited completely water and leak proof.

AND WHEREAS the Guarantor agreed to give a guarantee to the effect that the said structures will remain water and leak proof for ten years from the date of handing over of the structure of water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after the maintenance period prescribed in the contract.

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

- a) Misuse of roof shall mean any operation, which will damage proofing treatment, like chopping of fire wood and thing of the same nature which might cause damage to the roof.
- b) Alternation shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts.
- c) The decision of the Engineer-in-Charge with regard to cause of leakage shall be final.

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

That if the Guarantor fails to execute the water proofing or commits breach there-under, then the Guarantor will indemnify the principal and his successors against all laws damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/ or damage and/ or cost incurred by the HPL the decision of the Engineer-in-Charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligator..... and by .....And for and on behalf of the HPL on the day, month and year first above written.

Signed, sealed and delivered by Obligator in the presence of:

- 1.
- 2.

Signed for and on behalf of the HPL by\_\_\_\_\_

In presence of:-

- 1.
- 2.

## AGREEMENT FORM

This agreement made this ..... day of (Month) (Year), between the Hindustan Prefab Limited a company incorporated under the Companies Act, 1956 having its Registered Office at Jangpura, New Delhi-110014. (hereinafter referred to as the "HPL" which expression shall include its administrators, successors, executors and assigns ) of the one part and M/s (NAME OF CONTRACTOR) (hereinafter referred to as the 'Contractor' which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

Whereas, HPL, has desirous of construction of (NAME OF WORK) (hereinafter referred to as the "PROJECT") on behalf of the (NAME OF OWNER / MINISTRY) (hereinafter referred as "OWNER"), had invited tenders as per Tender documents vide NIT No. \_\_\_\_\_

AND WHEREAS (NAME OF CONTRACTOR) had participated in the above referred tender vide their tender dated \_\_\_\_\_ and HPL has accepted their aforesaid tender and award the contract for (NAME OF PROJECT) on the terms and conditions contained in its Letter of intent No. \_\_\_\_\_ and the documents referred to therein, which have been unequivocally accepted by (NAME OF CONTRACTOR) vide their acceptance letter dated \_\_\_\_\_ resulting into a contract.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

### ARTICLE 1.0 – AWARD OF CONTRACT

#### SCOPE OF WORK

- 1.1 HPL has awarded the contract to (NAME OF CONTRACTOR) for the work of (NAME OF WORK) on the terms and conditions contained in its Letter of Intent No. \_\_\_\_\_ dated \_\_\_\_\_ and the documents referred to therein. The award has taken effect from (DATE) i.e. the date of issue of aforesaid Letter of Intent. The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the "Contract Documents" referred to in the succeeding Article.

### ARTICLE 2.0 – CONTRACT DOCUMENTS

- 2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Documents").
- (a) HPL Notice inviting Tender vide NO. \_\_\_\_\_ date \_\_\_\_\_ and HPL's tender documents consisting of:
    - (i) General Conditions of Contract (GCC) along with amendments / errata to GCC (if any) issued.
    - (ii) Special Conditions of Contract including Appendices & Annexures,
    - (iii) Bill of Quantities along with amendments/corrigendum of schedule items, if any
    - (iv) \_\_\_\_\_

- (v) \_\_\_\_\_
- (vi) \_\_\_\_\_
- (b) (NAME OF CONTRACTOR) letter proposal dated \_\_\_\_\_ and their subsequent communication"
- (i) Letter of Acceptance of Tender Conditions dated \_\_\_\_\_.
- (ii) \_\_\_\_\_
- (iii) \_\_\_\_\_
- 2.2 HPL's detailed Letter of Intent No. \_\_\_\_\_ dated \_\_\_\_\_ including Bill of Quantities. Agreed time schedule, Contractor's Organization Chart and list of Plant and Equipments submitted by Contractor.

All the aforesaid contract documents referred to in para 2.1 and 2.2 above shall form an integral part of this Agreement, in so far as the same or any part thereof conform, to the tender documents and what has been specifically agreed to by HPL in its Letter of Intent. Any matter inconsistent there with, contrary or repugnant thereto or any deviations taken by the Contractor in its "TENDER" but not agreed to specifically by HPL in its Letter of Intent, shall be deemed to have been withdrawn by the Contractor without any cost implication to HPL. For the sake of brevity, this Agreement along with its aforesaid contract documents and Letter of Intent shall be referred to as the "Contract".

#### ARTICLE 3.0 – CONDITIONS & CONVENANTS

- 3.1 The scope of Contract, Consideration, Terms of Payments, Security Deposits, Taxes wherever applicable, Insurance Agreed Time Schedule, Compensation for delay and all other terms and conditions contained in HPL's Letter of Intent No. \_\_\_\_\_ Date \_\_\_\_\_ are to be read in conjunction with other aforesaid Contract Documents. The contract shall be duly performed by the Contractor strictly and faithfully in accordance with the terms of this contract.
- 3.2 The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the Letter of Intent.
- 3.3 Contractor shall adhere to all requirements stipulated in the Contract documents.
- 3.4 Time is the essence of the Contract and it shall be strictly adhered to the progress of work shall confirm to agreed works schedule / contract documents and Letter of Intent.



- 3.5 This Agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.
- 3.6 The total contract price for the entire Scope of this Contract as detailed in Letter of Intent is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), which shall be governed by the stipulations of the contract documents.

ARTICLE 4.0 - NO WAIVER OF RIGHTS.

- 4.1 Neither the inspection by HPL or the Engineer-in-charge or Owner or any of their officials, employees or agents nor order by HPL or the Engineer-in-charge for payment of money or any payment for or acceptance of, the whole or any part of the work by HPL or the Engineer-in-charge nor any extension of time nor any possession taken by the Engineer-in-charge shall operate as waiver of any provisions of the contract, or of any power herein reserved to HPL, or any right to damage herein provided, nor shall waiver of any breach in the Contract to be a waiver or any other or subsequent breach.

ARTICLE 5.0 – GOVERNING LAW AND JURISDICITON

- 5.1 The Laws applicable to this contract shall be the Laws in force in India and jurisdiction of Delhi Court(s) only.
- 5.2 Notice of Default

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgement due or FAX or by registered mail duly addressed to the signatories at the address mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned at New Delhi.

For and on behalf of:

(NAME OF CONTRACTOR)

For and behalf of:

M/s Hindustan Prefab Limited

WITNESS:

1.

2.

WITNESS:

1.

2.