CLIENT DOCUMENT

NIT NO:- SRO/MKT/TH/470 dated 30.03.2016

1. GENERAL CONDITIONS OF CONTRACT
2. SPECIAL CONDITIONS OF CONTRACT (SCC)
3. ADDITIONAL CONDITIONS
4. PROFORMA OF SCHEDULES
5. SAFETY CODE
6. MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS
7. CONTRACTOR’S LABOUR REGULATIONS
GENERAL CONDITIONS OF CONTRACT

Definitions

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

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

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

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

   (iii) The **Contractor** shall mean the individual, firm 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.

   (iv) **Architect** means Consortium of Architect Hafeez Contractor and M/s Iyer and Mahesh, who has been appointed by the client for Architectural planning/Engineering Design and Project Management.

   (v) The **Project Manager** means the Engineering Officer of the Architect, who shall supervise and be in charge of the work.

   (vi) **RGCB** means Rajiv Gandhi Centre for Biotechnology, Thiruvananthapuram

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

**Market Rate** shall be the rate as decided by RGCB on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule ‘F’ to cover, all overheads and profits.

**Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of CPWD mentioned in Schedule ‘F’ hereunder, with the amendments thereto issued upto the date of receipt of the tender

(ix) **Department** means RGCB

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

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

(xii) **Date of commencement of work**: The date of commencement of work shall be the date of start as specified in schedule ‘F’ or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

**Scope and Performance**

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

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

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

Works to be carried out

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

Sufficiency of Tender

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

Discrepancies and Adjustment of Errors

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

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

(i) Description of Schedule of Quantities.

(ii) Particular Specification and Special Condition, if any.
(iii) Drawings.

(iv) CPWD Specifications.

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

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

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

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<th>Signing of Contract</th>
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<td>9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto</td>
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CLAUSES OF CONTRACT

Performance Guarantee

CLAUSE 1 (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percentage) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule ‘F’ from the date of issue of letter of acceptance. This period can be further extended by the RGCB up to a maximum period as specified in schedule ‘F’ on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of RGCB. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker’s Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or RGCB Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the RGCB as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the RGCB to make good the deficit.

(ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

(iii) RGCB shall not make a claim under the performance guarantee except for amounts to which it is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

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

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

(iv) 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 the RGCB.

**Recovery of Security Deposit**

**CLAUSE 1 A**

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit RGCB at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by RGCB by way of Security Deposit.

Unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to RGCB as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to RGCB to make good the deficit.

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

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank
guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

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

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

Note-3: Note 1 & 2 above shall be applicable for both clause 1 and 1A

**Compensation for Delay**

**CLAUSE 2**

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

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

(i) Compensation @ 1.5 % per month of delay to be computed on per day basis on the value of incomplete work

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

Incentive for early completion

CLAUSE 2A

In case, the contractor completes the work ahead of updated stipulated date of completion considering the effect of extra work (to be calculated on pro-rata basis as cost of extra work X stipulated period/tendered cost), a bonus @ 1% (one per cent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in ‘Schedule F’.

When Contract can be Determined

CLAUSE 3

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

(i) If the contractor having been given by the Architect a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

(ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of RGCB (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven
(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 Architect.

(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 Architect.

(v) If the contractor shall offer or give or agree to give to any person in RGCB service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for RGCB.

(vi) If the contractor shall enter into a contract with any Government Department 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 RGCB.

(vii) If the contractor had secured the contract with RGCB as a result of wrong tendering or other non-bona fide methods of competitive tendering or commits breach of Integrity Agreement.

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

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

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

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

When the contractor has made himself liable for action under any of the cases aforesaid, RGCB shall have powers:

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

(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

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

**CLAUSE 3A**

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract. In case contractor wants to close the
contract, he shall give notice to RGCB stating the failure on the part of RGCB. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 30 Days: If Performance Guarantee is not released within prescribed time limit, then a simple interest @ 0.25% per month shall be payable on Performance Guarantee amount to the contractor from the date of expiry of prescribed time limit. A compensation for such eventuality, on account of damages etc. shall be payable @ 0.25% of tendered amount subject to maximum limit of Rs. 10 lacs.

**Contractor liable to pay Compensation even if action not taken under Clause 3**

**CLAUSE 4**

In any case in which any of the powers conferred upon RGCB/Architect by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of RGCB/ Architect 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 RGCB 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 RGCB) 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 Architect, whose certificate thereof shall be final, and binding on 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, RGCB 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 Architect 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.

**Time and Extension for Delay**

**CLAUSE 5**

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

5.1 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each milestone and get it approved by RGCB. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between RGCB and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestones given in Schedule 'F'. The project management shall be done using M.S. Project software/Primavera Software

**PROGRAMME CHART**

(i) The Contractor shall prepare an integrated programme chart in MS Project/Primavera software for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfilment of the programme within the stipulated period or earlier and submit the same for approval to the Architect within ten days of award of the contract. A recovery of Rs. 5000/- shall be made on per day basis in case of delay in submission of the above programme.

(ii) The programme chart should include the following:

(a) Descriptive note explaining sequence of the various activities.
(b) Network (PERT / CPM / BAR CHART).
(c) Programme for procurement of materials by the contractor.

Programme of procurement of machinery / equipment’s having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor. In addition to above, to achieve the progress of Work as per programme, the contractor must bring at site adequate shuttering material required for cement concrete and R.C.C. works etc. for three floors within one month from the date of start of work till the completion of RCC work as per requirement of work. The contractor shall submit shuttering schedule adequate to complete
structure work within laid down physical milestone.

(iii) If at any time, it appears to RGCB that the actual progress of work does not conform to the approved programme referred above or after rescheduling of milestones, the contractor shall produce a revised programme within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work. The modified schedule of programme shall be approved by RGCB. A recovery of Rs. 5000/- shall be made on per day basis in case of delay in submission of the modified programme.

(iv) The submission for approval by RGCB of such programme or such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of RGCB to take action against the contractor as per terms and conditions of the agreement.

(v) The contractor shall submit the progress report using MS Project/Primavera software with base line programme referred above for the work done during previous month to the Architect on or before 5th day of each month failing which a recovery Rs. 5000/- shall be made on per day basis in case of delay in submission of the monthly progress report.

5.2 If the work(s) be delayed by:-

(i) force majeure, or

(ii) abnormally bad weather, or

(iii) serious loss or damage by fire, or

(iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

(v) delay on the part of other contractors or tradesmen engaged by RGCB in executing work not forming part of the Contract, or

(vi) non-availability of stores, which are the responsibility of RGCB to supply or

(vii) non-availability or break down of tools and Plant to be supplied or supplied by RGCB or

(viii) Any other cause which, in the absolute discretion of RGCB 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
authority as indicated in Schedule ‘F’ but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of RGCB to proceed with the works.

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

5.4 In any such case the authority as indicated in Schedule ‘F’ may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule ‘F’ in writing, within 3 months or 4 weeks of the date of receipt of such request respectively. Non application by the contractor for extension of time / rescheduling of the milestones shall not be a bar for giving a fair and reasonable extension / rescheduling of the milestones by the authority as indicated in Schedule ‘F’ and this shall be binding on the contractor.

Measurements of Work Done

CLAUSE 6

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

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

All measurements and levels shall be taken jointly by Architect 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 Project Manager and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties. If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Architect or his representative, the Architect and RGCB shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a
week from the date of the measurement, then such measurements recorded in his absence by the Project Manager or his representative shall be deemed to be accepted by the Contractor.

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

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

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

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

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

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

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

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

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

The contractor shall also submit to RGCB separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the “bill. Thereafter, this bill will be processed by RGCB Office and allotted a number as per the computerized record in the same way as done for the
measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

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

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

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

**CLAUSE 6B**

**Payment terms** The following percentage of contract rates shall be payable against the
stages of work shown herein wherever applicable.

<table>
<thead>
<tr>
<th>SI No</th>
<th>Stage of Work</th>
<th>Machinery &amp; Equipment</th>
<th>All other items</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>After initial inspection (wherever specified) &amp; delivery at site in good condition on pro rata basis</td>
<td>80%</td>
<td>70%</td>
</tr>
<tr>
<td>II</td>
<td>On completion of pro-rata installation</td>
<td>10%</td>
<td>20%</td>
</tr>
<tr>
<td>III</td>
<td>On commissioning and completion of successful running in period</td>
<td>10%</td>
<td>10%</td>
</tr>
</tbody>
</table>

When the major seasonal test cannot be carried out on commissioning of the installation due to any reason not attributable to the contractor, the installation will be handed over to RGCB for beneficial use after completion of successful running in test of 7 days subject to a minimum aggregate of 120 hours. The balance payment shall be released to the contractor on his furnishing a bank guarantee in the specified format from a schedule bank for an equivalent amount. The bank guarantee shall be valid for a period of 6 months. However, it will be extended till the successful completion of the major seasonal test. The bank guarantee shall be independent of the one furnished for performance guarantee.

The following shall be considered major seasonal test for the purpose of the above payment terms:

(a) Air conditioning - Summer or monsoon
(b) Central heating system - Winter
(c) Cold room/Walk in cooler - Summer

**CLAUSE 7**

No payment shall be made for work, estimated to cost Rs. Twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty thousand, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format prescribed by RGCB in triplicate on or before the date of every month fixed for the same by RGCB. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of
advances for material collected, if any, since the last such payment is less than the amount specified in Schedule ‘F’, in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. RGCB shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, RGCB shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by RGCB on certification by the Architect for the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by RGCB. The amount admissible shall be paid by 20th working day after the day of presentation of the bill by the Contractor. In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor provided the bill submitted by the contractor found to be in order, a simple interest @ 7.5% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis as final settlement and adjustment of accounts or in any way vary or affect the contract.

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

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

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

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

RGCB on the basis of a certificate from the Architect to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof as final settlement and adjustment of accounts or in any way vary or affect the contract.

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

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

**CLAUSE 8**

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

CLAUSE 8A

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

CLAUSE 8B

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 2013 and (Part-II External) 1994 as applicable within thirty days of the completion of the work.

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

The contractor shall submit completion plan for water, sewerage and drainage line plan within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, the department will get it done through other agency at his cost and actual expenses incurred plus Rs. 15,000/- for the same shall be
CLAUSE 9

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Architect whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by RGCB, will, as far as possible be made within a period of 6 months reckoned from the date of receipt of the bill by the Architect complete with account of materials issued by RGCB and dismantled materials.

In case of delay in payment of final bills after prescribed time limit, a simple interest @ 7.5% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor found to be in order.

CLAUSE 9A

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to RGCB an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by RGCB or his signature on the bill or other claim preferred against RGCB before settlement of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co-operative or thrift societies or recognized financial institutions.

Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities visa- vis the Director RGCB.

CLAUSE 10

Materials supplied by
Materials which RGCB will supply are shown in Schedule ‘B’ which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from RGCB.

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

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

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

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

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

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

Materials to be provided by the Contractor

CLAUSE 10A

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

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

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

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

The Architect 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, RGCB 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. RGCB shall also have full powers to require other proper materials to be substituted thereof and in case of default, RGCB may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

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

CLAUSE 10B

(i) The contractor, on signing an indenture in the form to be specified by RGCB shall be entitled to be paid during the progress of the execution of the work up to 90% of the assessed value of any materials which are in the opinion of the Architect non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract. Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of RGCB provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of RGCB shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

(ii) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more instalments to be determined by RGCB at its sole discretion. The first instalment of such advance shall be released by RGCB to the contractor on a request made by the contractor to Architect in this behalf. The second and subsequent instalments shall be released by the Architect only after the contractor furnishes a proof of the satisfactory utilization of the earlier instalment to the entire satisfaction of the Architect.

Before any instalment of advance is released, the contractor shall execute a Bank Guarantee Bond from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the contract period. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery. Provided always that provision of Clause 10 B (ii) shall be applicable only when so provided in ‘Schedule F’.

(iii) The mobilization advance in (ii) above bear simple interest at the rate of 10 per cent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by
the deduction from the contractors bills commencing after first ten per cent 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 per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the instalment.

(iv) If the circumstances are considered reasonable by RGCB, the period mentioned in (ii) for request by the contractor in writing for grant of mobilization advance may be extended in the discretion of RGCB.

**CLAUSE 10C**

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied by RGCB in accordance with Clause 10 thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the price/wages prevailing at the time of updated stipulated date of completion considering effect of extra work (extra time to be calculated on pro-rate basis only as cost of extra work x stipulated period/tendered amount).

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied by RGCB in accordance with Clause 10 thereof) and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty), RGCB shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and not being material supplied by RGCB in accordance with Clause 10 hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or
order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

RGCB may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to RGCB stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

For this purpose, the labour component of the work executed during period under consideration shall be the percentage as specified in Schedule F, of the value of work done during that period and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled adult male mazdoor, fixed under any law, statutory rule or order.

**Clause 10 CC**

| Payment due to Increase/Decrease in Prices/Wages (excluding materials covered under clause 10 CA) after Receipt of Tender for Works |

If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/wages prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/tendered cost). Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:

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

(ii) The cost of work on which escalation will be payable shall be reckoned as below:
(a) Gross value of work done up to this quarter : \( A \)
(b) Gross value of work done up to the last quarter : \( B \)
(c) Gross value of work done since previous quarter \( A - B \)
(d) Full assessed value of Secured Advance fresh paid in this quarter \( D \)
(e) Full assessed value of Secured Advance recovered in this quarter \( E \)
(f) Full assessed value of Secured Advance for which escalation Payable in this quarter \( D - E \) \( F \)
(g) Advance payment made during this quarter: \( G \)
(h) Advance payment recovered during this quarter: \( H \)
(i) Advance payment for which escalation is payable in this Quarter \( G + H \) \( I \)
(j) Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during this quarter:

Then, \( M = C + F + I - J \)
\( W = 0.85 M \)

(iii) Components for materials and labour shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule ‘F’. The decision of RGCB in working out such percentage shall be binding on the contractor.

(iv) The compensation for escalation for materials shall be worked out as per the formula given below:

\[
V_m = W \times \frac{X_m \times (M_l - M_{l_0})}{100 \times M_{l_0}}
\]

\( V_m \) = Variation in material cost i.e. increase or decrease in the amount in Rs. to be paid or recovered

\( W \) = Cost of Work done worked out as indicated in sub-Para (ii) of Clause 10CC.

\( X_m \) = Component of 'material expressed as percent of the total value of work

\( M_l \) = All India Wholesale Price Index for All Commodities for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the
effect of extra work (extra time to be calculated on prorate basis only as cost of extra work x stipulated period/tendered cost, shall be considered.)

\[ \text{Mlo} = \text{All India Wholesale price index for all commodities valued at the last stipulated date of receipt of tender including extension, if any, as published by the economic Advisor, to Govt. of India. Of ministry of Industry and commerce.} \]

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

(a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The dates of preparation of bills as finally entered in the Measurement Book / date of submission of bill finally by the contractor to Architect in case of computerized measurement books shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months’ interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

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

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

\[ Y = \frac{L_{I} - L_{I_0}}{100} \times W \]

\[ VL = \frac{W \times (L_{I} - L_{I_0})}{100} \]

\[ VL = \text{Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.} \]

\[ W = \text{Value of work done, worked out as indicated in sub-para (ii) above.} \]

\[ Y = \text{Component of labour expressed as a percentage of the total} \]
value of the work.

\[ LI = \text{Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of Completion considering the effect of extra work (extra time to be calculated on prorate basis only as cost of extra work x stipulated period/tendered cost, shall be considered.)}} \]

\[ L_{0}\text{= Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.} \]

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

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

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

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

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

**Note:** Updated stipulated date of completion (period of completion plus extra time for extra work for compensation under
clause 10C, 10CC, the factor of 1.25 taken into account for calculating the extra time under clause 12.1 for extra time shall not be considered while calculating the updated stipulated date of completion for this purpose in clause 10C, clause and clause 10CC.

Dismantled Material RGCB Property

CLAUSE 10 D

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

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

CLAUSE 11

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule ‘F’ or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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

Deviations/ Variations Extent and Pricing

CLAUSE 12:

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

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

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

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

12.2 A. In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and RGCB shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

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

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

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

B. In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, RGCB shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The prescribed time limit for finalising rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items is 60 days.

12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and RGCB shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

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

12.5 For the purpose of operation of Schedule “F”, the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:

(i) For buildings/compound walls

All works up to Plinth level or 1.2 meters (4 feet) above ground level, whichever is lower excluding items of flooring and D.P.C but including base concrete below the floors

(ii) For abutments, piers, retaining walls of culverts and bridges, walls

All works up to the bed of floor
of water reservoirs etc. level

(iii) For retaining walls where floor level is not determinate, All works up to 1.2 meters above the average ground level or bed level.

(iv) For reservoirs/tanks (other than overhead reservoir/tanks) All works up to 1.2 meters above the ground level

(v) For Basement All works up to 1.2m above ground level or up to floor 1 level whichever is lower.

(vi) For Roads All items of excavation and filling.

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

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

CLAUSE 13

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

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

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

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

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

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

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

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

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

A compensation for such eventuality, on account of damages etc. shall be payable @ 0.5% of cost of work remaining incomplete on date of closure i.e. total stipulated cost of the work less the cost of
Carrying out part work at risk & cost of contractor

work actually executed under the contract shall be payable.

CLAUSE 14

If contractor:

(i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Architect; or

(ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Architect; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Architect.

RGCB without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to RGCB, by a notice in writing to take the part work/ part incomplete work of any item(s) out of his hands and shall have powers to:

(a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or

(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

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

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Architect as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in
writing to the contractor. Provided also that if the expenses incurred by RGCB are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

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

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

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

**Suspension of Work**

**CLAUSE 15**

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

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

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

(c) for safety of the works or part thereof.
The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given on that behalf.

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

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

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

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

**CLAUSE 16**

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Architect / or any other agency authorized by RGCB and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor’s agent shall be considered to have the same force as if they had been given to the contractor himself.

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

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

CLAUSE 17

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

Contractor to Supply Tools & Plants etc.

CLAUSE 18

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

**CLAUSE 18 A**

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

**CLAUSE 18 B**

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

CLAUSE 19

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

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

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

CLAUSE 19A

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

CLAUSE 19 B

Payment of wages:

(i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor’s Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

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

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

(iv) (a) RGCB shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, RGCB shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by RGCB.

In the case of Union Territory of Delhi, however, as the all-inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWODAB/43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.


(vi) The contractor shall indemnify and keep indemnified RGCB against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor’s Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

(vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
(viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

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

CLAUSE 19C

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

CLAUSE 19D

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

1. the number of labourers employed by him on the work,

2. their working yours

3. the wages paid to them

4. the accidents that occurred during the said for night showing the circumstances under which they happened and the extent of damage and injury caused by them, and

5. The number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to RGCB, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the RGCB shall be final in deducting from any bill due to the contractor; the amount levied as fine and is binding on the contractor.
CLAUSE 19 E

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

CLAUSE 19 F

Leave and pay during leave shall be regulated as follows:-

1. Leave :

(i) In the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,

(ii) In the case of miscarriage - up to 3 weeks from the date of miscarriage.

2. Pay :

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

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

3. Conditions for the grant of Maternity Leave:

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

4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix -I and II, and the same shall be kept at the place of work.

CLAUSE 19 G

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

Should it appear to the Architect that the contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D. Contractor’s Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for workpeople employed by the contractor(s) (hereinafter referred as “the said Rules”) the Architect shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the workpeople within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and observe the said Rules and to provide the amenities to the workpeople as aforesaid, the Architect shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their workpeople on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Architect shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Architect shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).
CLAUSE 19 H

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

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

(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6’x5’) adjacent to the hut for each family.

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

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

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

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

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

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

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

(iv) The site selected for the camp shall be high ground, free from jungle.

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

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

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

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

**CLAUSE 19 I**

The Architect may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors’ employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.
CLAUSE 19J

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

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

CLAUSE 19K

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, it’s scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Project Manager. Failure on the part of contractor to obtain approval of Project Manager or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of RGCB as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding. Provided always, that the provisions of this clause shall not be applicable for works with estimated cost put to tender being less than Rs. 5 Crores.
CLAUSE 19L

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by RGCB to the contractor on actual basis. The Contractor shall also comply with the provision of the ‘Employees’ Provident fund and miscellaneous provisional Act 1952 and the schemes framed there under.

CLAUSE 20

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

CLAUSE 21

The contract shall not be assigned or sublet without the written approval of RGCB. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of RGCB in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, RGCB shall have power to adopt the course specified in Clause 3 hereof in the interest of RGCB and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue. Any sub-contractor engaged in the work should have registered with Employees Provident Fund Organisation under Govt. of India and their code number shall be intimated to RGCB. The Sub-Contractors shall also comply with the provision of the ‘Employees’ Provident fund and Miscellaneous Provisional Act 1952 and the schemes framed there under. Please do the needful.

CLAUSE 22

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of RGCB without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
CLAUSE 23

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

CLAUSE 24

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

CLAUSE 25

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

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

If the Controller of Administration fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied
with the instructions or decision of the Controller of Administration the contractor may, within 15 days of the receipt of Controller of Administration’s decision, appeal to the Director who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Director shall give his decision within 30 days of receipt of contractor’s appeal. If the contractor is dissatisfied with the decision of the Director, the contractor may within 30 days from the receipt of Director’s decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Director. The Dispute Redressal Committee (DRC) shall give its decision within a period of 90 days from the receipt of Contractor’s appeal. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule ‘F’. If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may approach the court of law having jurisdiction over Thiruvananthapuram.

CLAUSE 26

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

CLAUSE 27

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

CLAUSE 28
Action where no Specifications are specified

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers’ specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of RGCB.

CLAUSE 29

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

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

(ii) RGCB 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 RGCB to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by RGCB to the contractor, without any interest thereon whatsoever.

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

**CLAUSE 29A**

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 RGCB or any other contracting person or persons through against any claim of RGCB or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with RGCB or with such other person or persons.

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

**CLAUSE 30**

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**CLAUSE 31**

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

(i) That the water used by the contractor(s) shall be fit for

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Signature of the contractor  
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EPI
construction purposes to the satisfaction of the Project Manager.

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

**CLAUSE 31 A**

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

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

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

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

**CLAUSE 32**

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

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

**CLAUSE 33**

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

**CLAUSE 34**

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**CLAUSE 35**

(i) The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.

(ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, and shall hypothecate it to RGCB. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by RGCB shall be made and the material return to the contractors. Although the materials are hypothecated to RGCB, 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 Architect in writing.
(iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

Employment of Technical Staff and employees

CLAUSE 36

Contractors Superintendence, Supervision, Technical Staff & Employees

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

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

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

If the Architect, whose decision in this respect is final and binding on the
contractor, is convinced that no such technical representative(s) is/are
effectively appointed or is/are effectively attending or fulfilling the
provision of this clause, a recovery (non-refundable) shall be effected
from the contractor as specified in Schedule ‘F’ and the decision of the
Architect shall be final and binding on the contractor. Further if the
contractor fails to appoint suitable technical Principal technical
representative and/or other technical representative(s) and if such
appointed persons are not effectively present or are absent by more than
two days without duly approved substitute or do not discharge their
responsibilities satisfactorily, RGCB shall have full powers to suspend
the execution of the work until such date as suitable other technical
representative(s) is/are appointed and the contractor shall be held
responsible for the delay so caused to the work. The contractor shall
submit a certificate of employment of the technical representative(s) (in
the form of copy of Form-16 or CPF deduction issued to the Engineers
employed by him) along with every on account bill final bill and shall
produce evidence if at any time so required by RGCB.

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

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

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

<table>
<thead>
<tr>
<th>Levy/Taxes payable by Contractor</th>
<th>CLAUSE 37</th>
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</thead>
<tbody>
<tr>
<td>(i) Sales Tax/VAT (except Service Tax), Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor</td>
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</table>
and RGCB shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by RGCB after satisfying that it has been actually and genuinely paid by the contractor.

(ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by RGCB does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to RGCB and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

<table>
<thead>
<tr>
<th>Conditions for reimbursement of levy/taxes if levied after receipt of tenders</th>
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<tbody>
<tr>
<td><strong>CLAUSE 38</strong></td>
</tr>
<tr>
<td>(i) All tendered rates shall be inclusive of all taxes and levies (except Service Tax) payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RGCB (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.</td>
</tr>
<tr>
<td>(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of RGCB and shall also furnish such other information/document as RGCB may require from time to time.</td>
</tr>
<tr>
<td>(iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Architect that the same is given pursuant to this condition, together with all necessary information relating thereto.</td>
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<tr>
<th>Termination of Contract on death of contractor</th>
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<tbody>
<tr>
<td><strong>CLAUSE 39</strong></td>
</tr>
<tr>
<td>Without prejudice to any of the rights or remedies under this contract, if the contractor dies, RGCB shall have the option of terminating the contract without compensation to the contractor.</td>
</tr>
</tbody>
</table>
CLAUSE 40

If relative working in RGCB then the contractor not allowed to tender

The contractor shall not be permitted to tender for works in RGCB if his near relatives are working in RGCB.

CLAUSE 41

No Gazetted Engineer to work as Contractor within one year of retirement

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from Government of India service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

CLAUSE 42

Return of material & recovery for excess material Issued.

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

(a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule ‘F’. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same statement, the calculation shall be on the basis of standard formula to be laid down by the Architect and approved by RGCB.

(b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Architect, including authorized lap pages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.

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

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

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

For non-scheduled items, the decision of RGCB regarding theoretical quantities of materials which should have been actually used shall be final and binding on the contractor.

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

**Compensation during warlike situations**

**CLAUSE 43**

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to RGCB and a certificate from the Architect to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Architect to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Architect, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Architect and approved by RGCB. The contractor shall be paid for the
damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Architect regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

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

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

CLAUSE 44
The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the RGCB may, in its discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CLAUSE 45
Security Deposit for the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually completed the contractor shall apply for the clearance certificate to the Labour Officer under intimation to RGCB. RGCB, 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.
SPECIAL CONDITIONS OF CONTRACT (SCC)

A) CIVIL WORKS AND GENERAL

Definitions and Interpretation

1. In construing these conditions, the specifications, Bill of Quantities and Contract agreement etc. the following words and expression shall have the meaning herein assigned to them except where the subject and context otherwise require.

(a) “Approved” means approved in writing, including subsequent written information of previous verbal approval and “approval” means approval in writing, as aforesaid.

(b) “As directed” means the direction given by the Project Manager/Architect/Client

(c) “Bill of Quantities” or “Schedule of Quantities” means the schedule and quantities of items, materials and rates, summaries etc. priced and completed and as finally accepted.

(d) “Constructional Plant” means all appliances or things of whatsoever nature required in or about the execution or maintenance of the Works but does not include materials or other things intended to form or forming part of the Works.

(e) “Day” means a calendar day of 24 hours (beginning and ending at 00 hrs and 24 hrs respectively) irrespective of number of hours worked or not worked in that day.

(f) “Week” means seven calendar days without regard to the number of hours worked or not worked in any day in that week.

(g) “Month” means calendar month without regard to the number of days worked or not worked in that month.

(h) “Architect means ‘Consortium of Architect Hafeez Contractor and M/s Iyer and Mahesh’ who has been appointed by the Client for Architectural Planning/Engineering Design and Project Management.

(i) “Department” or “Client” means RGCB TVM.

(j) “Drawings” means the drawings prepared by the Architect and referred to in the tender and specifications and any modification of such drawings and such other drawings, calculations and technical information of a like nature as may, from time to time, be issued.


(l) “Specifications” means the specification included and / or referred to in the Tender document and any modification thereof or addition thereto as may from time to time be issued to the Contractor.

(m) “Materials” means the materials, apparatus, equipment, fittings, fixtures and all such other materials, which are incorporated in the work.

(n) “Permanent Works” means the permanent works to be executed (including Plant) in accordance with the Contract.

(o) “Temporary Works” means all temporary works of every kind required in or about the execution and completion or maintenance of the Works and the remedying of any defects therein.
(p) “Urgent Works” means any urgent works which in the opinion of the Client and or Architect becomes necessary at the time of execution and / or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure of services or required to accelerate the progress of the work for which becomes necessary for safety and security or for any other reason the Client and or Architect may find it necessary.

(q) “Notice in writing” or “written notice” shall mean notice in written, typed or printed characters, sent (unless delivered personally or otherwise proved to have been received) by registered post to the site office/ last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

(r) Words imparting the singular only also to include the plural and vice versa where the context requires.

The headings, subheadings and marginal notes (if any) and the catch lines and the Annexure hereto are meant only for convenience of reference and shall not be in any way be taken into account in the interpretation of these presents and the Annexure hereto. The Contractor shall have to carry out and complete the works in every respect in accordance with this contract.

2. Languages & Law

The ruling language in which the Contract and related aspects shall be drawn up shall be English only. Law means- law as applicable to site of work.

3. Specification & drawings

The drawings furnished to the Contractor shall be interpreted and identified by figured dimensions and nomenclature as indicated therein. On no occasion the drawings shall be scaled off and transferred to work.

In all cases where enlarged detailed drawings are given for any component of work, these drawings shall take precedence over those incorporated in general drawing to a comparatively smaller scale.

a) Prior to the execution of the work, the contractor shall check all drawings, specifications and shall immediately report all errors, discrepancies and/or omissions discovered therein and obtain appropriate orders on the same. Any adjustment made by the Contractor without prior approval shall be at his own risk, each description of item in the schedule of quantities shall be read in injunction with the relevant drawings and the specifications and the Contractor’s rate shall be deemed to be for such complete work unless otherwise specified by the Contractor while tendering.

b) Cost of all shop drawings, or form work drawings and details to be furnished by the Contractor shall be deemed to be included in his tendered rates for the work. Accordingly approval to shop drawings or other fabrication drawings shall not be construed as authorizing award of additional work and as long as these belong to common individual scheme governed by specifications for which the Contractor has already quoted, no extra payment on any account will be admissible for all essential components that are to be necessarily executed to complete the work in all respects.
c) Prior to submission for approval, the Contractor shall be responsible for thoroughly checking all drawings to ensure that they comply with the intent and requirements of the contract specifications and that they fit with the overall building layout. Drawing found to be inaccurate or otherwise in error will be returned for correction by the Contractor.

d) The approval of drawing shall not be construed as a complete dimensional check, but will indicate only that the general method of construction and detailing is satisfactory. The Contractor shall be totally responsible for the dimensions and design, safety of the system evolved inclusive of providing interconnected operational accessories adequate enough to accomplish satisfactory completion of work.

e) In case of difference between drawings and specifications, the specifications shall govern. Anything mentioned in the specification and not shown in the drawings or shown on the drawings but not mentioned in the specifications shall be like effect as if shown or mentioned in both.

f) In case of errors, omissions and /or disagreement between drawings and specifications, etc. the following order of precedence shall apply:

i. Between the written or shown description or dimensions in the drawings and the corresponding one in the specification, the former shall be taken as correct.

ii. Between the written description of the item in the specifications and descriptions in the Bill of Quantities of the same item, the latter shall be adopted.

g) The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguity or discrepancies in conditions or specifications the same shall be explained and adjusted by the Architect. In case the Contractor does not agree with the explanation given by the by the Architect then the matter, on his written notice, will be referred to the Client and his decision shall be final and binding to the contractor.

h) In all cases of omissions and /or doubts or discrepancies in any of the items or specifications, a reference shall be made to the Architect. Elucidation, elaboration or decision of the Architect shall be considered as authentic. The Contractor shall be held responsible for any error that may occur in the work through lack of such reference and precaution.

4. Traffic interference

The Contractor shall conduct his operations so as to interfere as little as possible with the traffic. When interference to traffic is inevitable, notice of such interference shall be given to the Project Manager well in advance (atleast2 days). The Contract shall take all precautionary and other measure, such as providing warning signals, temporary diversions etc., all as directed by the Project Manager. The Contractor shall exercise full care ensure that no damage is caused by him or his workmen, during the operations, to the existing structures, water supply and power lines etc. The cost of any such damage and risks arising out of this shall be entirely borne by the Contractor.

5. Maintenance Period

Signature of the contractor
The maintenance period for the work shall be twelve months and any defects noticed during the period shall have to be rectified by Contractor at his cost, failing which the action taken for rectification by RGCB shall be final.

6. Scope of Contract

The contract comprises the construction, completion, commissioning/handling over remedying the defect of the works and except in so far as the Contract otherwise stipulates the provision of all labour, materials, constructional plant, machinery temporary works and everything whether of a temporary or permanent nature required in and for such construction, completion and maintenance so far as necessary for providing the same as specified in or reasonably to be inferred from the Contract.

7. Drawings

(a) Tender Drawings

The tender drawings furnished are for Tender Purpose only and are intended as a guide to the Bidder / Contractor and give general layout of buildings and general information of the structures and general positions of utilities, services and equipment’s only. Contractor’s quoted rate for any item should not be based on any measurement, quantity, and specification from these drawings. Any claim raised by the contractor in this regard shall not be valid in this contract and shall not be accepted by the Client.

(b) Issue and custody of drawings & specifications

The contractor shall be furnished free of cost three copies of all drawings and all further drawings issued during the progress of the works. The contractor shall keep one copy of all drawings at the works site and the Client /Architect shall at all reasonable time have access to the same.

Before the issue of the final certificate to the contractor, he shall forthwith return all drawings and specifications.

The drawings shall be provided to the Contractor as per the schedule (prepared at the starting of the works during the progress of work and necessarily updated or revised time to time) mutually agreed by the Architect and the Contractor.

From time to time during the course of contract revised drawings may be issued to the Contractor and the Contractor shall ensure that all superseded drawings are removed from site and stored in a lockable cabinet as directed.

The Contractor shall maintain complete up to date Register of drawings to be maintained at site. All drawings shall be properly filed and indexed for ready reference.

The contractor shall ensure that only the valid up to date drawings are used for setting out, construction and preparation of shop drawings etc.

(c) Working Drawings

Working drawings shall mean any of all drawings, required for satisfactory execution of the work except Bar Bending Schedule, shop and fabrication drawings. Three sets of all the working drawings shall be provided to the contractor.
Bar Bending Schedule, shop and fabrication drawings etc. will not be provided. The Contractor shall have to prepare the Bar Bending Schedule, shop and fabrication drawings etc. 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 Architect for approval. Before executing the item, shop drawings should be approved by the Architect.

The Contractor shall be entirely responsible for co-ordination of entire work at site including the works carried out and shall ensure that all necessary working drawings are properly prepared & executed by the Contractor.

Review and approval will not extend to means, methods, techniques, sequences or procedures of construction. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

(d) As-Built Drawings (related to working drawings)

“As Built Drawings” shall be provided by Contractor at the time of handing over and shall be prepared by the Contractor at his own cost.

As-built drawings shall be under preparation from the onset of the contract, in order that all minor amendments and discrepancies from the “Working Drawings” are incorporated. To ensure that this requirement is complied with The Architect shall inspect the works as the Works proceed. The Contractor shall submit 4 sets of “As Built” drawings along with soft copy in CD.

8. Disruption of Progress

(a) The Contractor shall give adequate advance notice to the Project Manager whenever planning or progress of the Works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval is received. The notice shall include details of the drawing or order required explaining why and by when it is required and of any delay or disruption likely to be suffered if it is late.

9. Drawings and Instructions

The contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Architect.

The contractor shall forthwith comply with and duly execute any work comprised such as Project Manager’s instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the Project Manager, shall, if involving a variation, be confirmed in writing by the contractor within seven days, and if not dissented from in writing within a further seven days by the Project Manager, such shall be deemed to be Architect instructions within the scope of the contract.

10. Authority and Duties of the Architect

The Architect has been duly authorized by the Client to supervise, test, examine, approve or reject any material and/or works, to order, cancel, alter, modify, any of the materials, items of works within the framework of the contract and as per the technical specifications, drawings and schedule of items. The Architect is further authorized to administer the contract, check, correct,
modify, certify and recommend for payment or reject any bill or requests for payment for materials, items or works. The Architect shall obtain prior approval of RGCB wherever required. The duties of Architect are given in this document elsewhere, however main duties are as under:-

(a) Monitor and supervise the work.
(b) Ensure quality of materials and workmanship of the items executed, as per Quality Standards.
(c) Prepare & issue certificate of payment and recommend the same to the Client.
(d) Recommend extension of time.
(e) Process/Obtain approval for execution of extra items/substituted and variation in quantities.
(f) Ensure compliance with the drawings, technical specifications and various requirement of contract Documents.
(g) Recommend changes/modifications in design & drawings if essential during construction as per site requirement.
(h) Ensure that the contractor maintains all documents/test registers etc. in respect of testing of materials/products/items of work as per Quality Assurance Manual.

Post – Construction Phase

• Conduct inspection after confirmation from the client that the project is practically complete.
• Prepare a snag list; advise the contractor to make good the defects within a specific period
• Upon completion of the remedial works, conduct a final inspection together with the Client and his representatives.
• After all defective works are made good certify to the effect that the project is completed in conformity with the provisions of the contract.
• Issue Certificate of Final Completion
• Submit the required documents to the statutory authorities after completion and obtain NOC for commissioning the facilities/services as required.
• Review AS-BUILT drawings prepared by the Contractor prior to final drafting.
• Conduct periodical site inspection during the defect liability period, report the defects if any to RGCB and simultaneously take action to get the same rectified by the contractor.

11. Contractor's General Responsibilities

(a) Execution of works:

The Contractor shall, subject to the provisions of the Contract, and with due care and diligence, execute and complete the Works & remedy any defects therein in accordance with the Contract. The Contractor shall provide all labour, including the supervision thereof, materials, Constructional Plant and Machineries and all other things, whether of a temporary or permanent nature, required in and for such execution, completion,
maintenance and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

The contractor is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the bill of quantities and instructions in respect of such additional items and their quantities will be issued in writing by the Architect.

The contractor shall have to use materials from the makes / manufacturers specified in the list of materials of approved brand and/or manufacture contained in the contract documents and as approved by Architect after due consent by Client. Wherever different pattern/ Design/ Quality of materials with same specification/make as specified in the contract, is available in the market, Architect in consultation with RGCB will approve the pattern/ Design/ Quality of the material/item which shall be final and binding on the contractor.

Architect is empowered to cancel an approval of material if it is found subsequently that approved material once brought at site and tested does not meet the requirement as specified in the contract. In such case approval will be accorded for alternate material.

(b) Adequacy, stability and safety:

The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction.

(c) Temporary works and arrangements:

The Contractor shall furnish to the Architect full particulars of all temporary works necessary for the execution of the works. The Architect may comment on the Contractor’s proposals if they consider that modifications should be made. The Contractor shall be solely responsible for the stability and safety of all temporary works. The Architect will indicate the site(s) for such temporary works and the Contractor will have to restrict his requirements to the same. Should it be necessary to shift the temporary works to some other allotted place during the execution of the works, the Contractor shall do so, when informed by the Architect, at his own cost and without delay or demur. Such shifting of temporary works may be in part or in full.

(d) Initial and Final Clearance of site for temporary works:

The Contractor shall be responsible for the clearance of the site of all scrub, debris, rubbish, etc. to be removed off site to a location approved by the Architect. The structures, services and works required to be demolished and removed shall also be removed off site to a location as mentioned above. The Contractor shall obtain necessary permissions and approvals from the local authorities for such disposals. The demolition shall include digging, excavating and removal of substructures, foundations and buried works. The cost of all this shall be borne by the Contractor.

The above is applicable for all site offices, labour camps, and god owns etc., which are not required after the works is fully completed.

(e) Storage, Cleaning and Dewatering

The Contractor shall at all the times during construction keep the Site clean and free from all debris and unwanted materials on a daily basis as per instructions of the Architect.
Storage of materials shall be in an organized manner and in proper compartments as directed by Architect. Storage on suspended floors shall not be permitted unless specifically approved in writing by the Architect for specific materials in specific locations and in approved manner. Architect shall be furnished with load details, if requested, before seeking approval for storage.

Regular cleaning operations shall be undertaken to remove all dust, debris, waste materials etc. A cleaning schedule shall be maintained.

Contractor shall make his own arrangement for storage of those materials, which can be accommodated at site. Contractor shall be fully responsible for safe custody of the same. Materials shall be considered as “Delivered at Site” only after the physical presence of materials at site are verified by the Architect. Stores elsewhere shall not be eligible for being considered as “Delivered at Site.”

Contractor shall be responsible to keep entire site free from water due to water coming from any source at any level and shall protect all materials and works from being damaged by the water from any source. Contractor shall make proper arrangements for drainage prior to use of water for curing, testing, cleaning etc.

Any expenditure incurred by the Contractor in fulfillment of his obligations under this sub-clause shall be deemed to have been included in the Contract Sum.

(f) Coordination of builders work required for services and Installation of equipment's:

The Contractor shall co-ordinate the requirements for openings/cutouts/inserts/ fixtures for internal and external services installations in accordance with the requirements of the relevant drawings.

The Contractor’s attention is also drawn to the fact that all openings/chases, etc. shall be left in the building work as it proceeds and not cut-out subsequently except in so far as may be necessary due to subsequent authorized instructions. The Contractor shall therefore obtain necessary builders work details in such order and in such time as to enable them to be checked and approved by the Architect before the actual construction is planned to take place.

12. Operation & Storage Areas

All operations of the Contractor shall be confined to areas authorized by Architect and the storage of materials shall be over sites specifically indicated by the Architect. The Contractor shall be obliged to keep the premises in hygienic conditions by proper drainage of the areas, provided with suitable approaches, throughout the period of contract. He shall rectify all damages caused to any RGCB property within the are thus allotted. He shall be responsible to clear all vegetation at site at his own cost.

13. Transportation of Equipment and materials

It shall be the Contractor’s responsibility to transport all equipment and materials to the jobsite at his own expense. The Contractor shall use only established roadways or construct and use such temporary roadways as may be necessary and approved by the Architect. When it is necessary to cross curbing’s or sidewalks, protection against damage shall be provided by the Contractor. Any damage caused to roads, curbs, sidewalks etc., shall be repaired by the Contractor at his own expense.

Signature of the contractor
14. Inspection
The work shall be carried out under the directions of the Architect subject to inspection by RGCB Authorities to ensure strict compliance with the terms, specifications and conditions of the contract. Any failure on the part of the Architect or his representative during the progress of inspection of work to discover any defective work or to reject materials not up to standards shall not be deemed to have been accepted and should not be construed as waived. Any defects noticed either during the period of construction or after the completion up to a period of 12 months from the date issue of certificate of completion, the Contractor is liable to carry out all repairs/rectifications at his/their own cost to the satisfaction of RGCB. Further in the event of the Contractor using substandard/inferior quality of materials which at future date is not susceptible to replacement, for structural reasons or otherwise and if concurrence is given for retention of such structure, RGCB will have necessary authority to recover a proportionate sum decided as per its discretion. In case the structure with the use of substandard or inferior material cannot be retained in the work as per the opinion of the Architect, portion or portions of such structure/work shall be dismantled and replaced new by the Contractor at his own cost. Partial or entire occupancy of the premises shall not be construed as the acceptance of the work or materials incorporated in the work. No changes whatsoever to any provision of the specification shall be made without written authorization from the Architect/Client.

15. Schedule of Quantities
Schedule of probable quantities in respect of the work are liable to alterations, omissions, deductions or additions.

16. Tender Rates/Statutory Deductions
Statutory deductions, where, in pursuance to statutes of Government, becomes obligatory to RGCB, the same would be deducted at the rates specified under the said act, from the amount payable to Contractor as per the relevant acts applicable for the contracted work, as amended from time to time.

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

17. Watching & Lighting
The Contractor shall throughout the execution and completion of the Works and the remedying of the site and the Works and the remedying of any defects therein have full regard for the safety of all persons entitled to be on the site and keep the site and the Works in an orderly state appropriate to the avoidance of danger to such persons and in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Architect, or by any duly constituted authority, for the execution and for the protection of the Work, and/or for the safety and convenience of the public or others and take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to person or property of the public or others resulting from pollution, noise and other causes as a consequence of his methods of operation.

18. Care of Works
From the commencement to the certified completion of the whole of works, the contractor shall take full responsibility for the care thereof and of all temporary works and in case any damage loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever save and except the expected risks as defined in the relevant clauses.

The contractor shall at his own cost repair and make good the same so that on completion, the works shall be in good order and condition and conformity to every respect with the requirements of the contract and Architect’s instructions. The contractor shall also be liable for any damage to the works occasioned by him including his subcontractors in the course of any operations carried out by him. The contractor shall indemnify the Employer from all risks on this account.

19. Force Majeure

(a) Force Majeure

i) Any failure or delay in the performance by either party hereto of its obligations under his Contract shall not constitute a breach thereof or give rise to any claims for damages if, and to the extent that it is caused by occurrences beyond the control of the party affected, namely, acts of God, floods, explosions, wars, riots, storms, earthquakes, insurrection, epidemic or other natural disasters. The party so affected shall continue to take all actions reasonably within its power to comply as far as possible with its obligations under this Contract. The affected party shall promptly notify the other party after the occurrence of the relevant event and shall use every reasonable effort to minimize the effects of such event and act in all good faith with due care and diligence.

ii) In the event of the effect of force majeure continuing beyond the period of One hundred and eighty (180) days, the parties shall mutually decide whether or not to terminate this Contract. In the event of termination of contract the contractor shall be paid for the work done and which has been accepted and certified by the Architect and shall not assert any additional claims against the Client.

20. Contractor’s Superintendence

(a) The contractor shall be solely responsible for the means, methods, techniques sequence and procedure of construction. The Contractor shall be responsible to see the completed work complies accurately with the Contract Document.

The Contractor shall give or provide all necessary superintendence during the execution of the Works.

(b) Contractor’s Technical Representative for Execution & Coordination of Works

The Contractor shall have on site all times during working hours throughout the course of the Contract at least one Competent Technical representative who shall be empowered to make decisions binding on the Contractor in respect of all matters likely to arise in connection with the execution & coordination of the works at the site and shall keep the Architect informed at all times about the name and designation of such representative. Any direction, explanations, instructions or notices given by the Architect/Client to such representative shall be held to be given to the Contractor. In case of absence of Technical Representative from the site other alternative representative must be available at site with same powers.
The curriculum vitae (CV) of key personnel proposed to be deployed at site for the entire duration is also required to be submitted.

The contractor under normal circumstances would not be allowed to replace the key personnel during the execution of the contract. However, for any reasons, due to unavoidable circumstances if it becomes necessary in the interest of the project to replace any key personnel, the contractor must submit the CV of the new personnel (having similar qualification and experience) to the Architect for approval.

(c) Contractor’s Employees

The Contractor shall provide and employ Engineering staff/Technical Assistants on the site, in connection with the execution/completion of works andremediynng any defects therein. The Engineering staff / Technical Assistants shall be appropriately qualified, skilled and experienced in their respective disciplines/trades, for proper supervision, ensuring quality, and output of the work they are required to supervise, and also such skilled, semi-skilled and unskilled labour as are necessary for the proper and timely execution, completion of work and remedying any defects in the works. No child labour shall be employed on the work.

(d) Removal of Contractor’s Employees

The Contractor shall on the direction of the Architect/ Client immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Architect/ Client be incompetent or misconduct himself and such person shall not be again employed on the works without the permission of the Architect/ Client.

(e) Unauthorized Persons

No unauthorized persons are allowed on the site. The Contractor shall instruct all such persons to keep out and shall take steps to prevent trespassing. However the contractor will make sure to provide free access at any time to Architect/RGCB to the site and other working places.

21. Compliance with Statutes, Regulations, etc.

The contractor shall conform to the provisions of any statute, ordinance, law, act of the legislature relating to the works, and to the regulations an by-laws of any local or other duly constituted authority and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected. The Contractor shall keep the Client indemnified against all fines or penalties or liability of every kind for breach of any such statutory ordinance, law act of the legislation, regulations, and byelaws as aforesaid.

The contractor shall before making any variations from the drawings or specifications that may be necessitated by so regulations give to the Architect written notice, specifying the variation proposed to be made and the reasons for making it and apply for instructions thereon. The contractor will not execute any work without written permission from the Architect.

The contractor shall bring to the attention of the Architect all notices required for execution by the said acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with RGCB.

22. Setting out
The contractor shall be responsible for the true and proper setting-out of the Works in relation to original points, lines and levels or reference issued by Architect in drawing or in writing and for the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of works and for the provision of all necessary instruments, appliances and labour in connection therewith. If, at any time during the progress of the works, and during defects liability period, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do by the Architect and / or Client or his authorized representative shall at his own cost, rectify such error to the satisfaction of the Architect and RGCB. The checking of any setting out or of any line or level by the Architect shall not in any way relieve the Contractor of his responsibility for the correctness thereof. The Contractor shall carefully protect and preserve the benchmarks; sight-rails, pegs and other things used in setting-out the Works. Any rectification works required should be done by the Contractor at his own cost.

23. Quality of Materials, Workmanship and Tests

(a) All materials and workmanship shall be the best of the respective kinds described in the Contract and shall be subjected from time to time to mandatory tests at the place of manufacture or fabrication or on the Site or at an approved testing laboratory. The source of supply and / or manufacturing within/ outside India may be inspected by the Client / any representative as nominated by the client. The contractor shall upon the instruction of the Architect’s representative furnish him with documentation to prove that the materials & goods comply with the requirements of contract and for requirement stated above. The Architect may issue instruction in regard to removal of material from site or any work, if these are not in accordance with the contract. The contractor shall provide such assistance instruments, machinery, labour and materials as are normally required for examining, measuring, sampling and testing and material or part of work before incorporation in the works for testing as may be selected and required by the Architect.

Client may carry out Third Party Quality Assurance/Audit by an independent agency/ individual/firm/institute at any time. The agency will be permitted and offered all support related to site inspection by the contractor. Improvements/changes suggested therein will be carried out without any extra cost.

(b) Samples

i) All samples of adequate numbers, sizes, shades & pattern as per specification shall be supplied by the contractor without any extra charge. Contractor shall submit Samples to the Architect for approval. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site, detailed literature / test certificate of the same shall be provided to the satisfaction of the Architect and RGCB. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalogue numbers and the use for which intended and other details as the Architect may require to review the submittals for the limited purposes required by paragraph (d) below. The numbers of each Sample to be submitted will be as specified in the Specifications, or as shall be specified by the Architect. All approved samples shall be properly marked with signature of the Architect and shall be available at the site for inspection at any time. The sample room will be made and maintained with all the samples approved till the end of warranty period / defect liability period.
ii) Submittal Procedures

(a) Before submitting each Sample, Contractor shall have determined and verified all materials with respect to intended use, fabrication, shipping, handling, storage, assembling and installation pertaining to the performance of the Work. It shall be Contractor’s sole responsibility in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programmes incidental thereto.

(b) Each submittal will bear a specific written indication that Contractor has satisfied Contractor’s obligation under the Contract Documents with respect to Contractor’s review and approval of that submittal.

(c) At the time of each submission, contractor shall give Architect specific written notice of such variations if any that the sample submitted may have from the requirements of the contract document, such notice to be separate from the submittal and in addition shall cause a specific notation to be made on each sample submitted for review and approval of each such variation.

iii) Review and Approval: Sample shall be reviewed and approved only to determine if the items covered by the submittals will, after installation or incorporation in the work, conform to the information given in the contract documents and be compatible with the design concept of the completed project functioning as a whole as indicated by the contract documents, drawings etc.

iv) Review and approval will not extend to means, methods, techniques, sequences or procedures of construction. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by the Architect and submit as required new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for and by Architect on previous submittals.

v) Above referred review and approval of Samples shall not relieve the Contractor from the responsibility for any variation from the requirements of the Contract Document unless the Contractor has in writing called Architect’s attention to each such variation at the time of submission as specified above and received written approval of each such variation by specific written notation thereof incorporated in or accompanying the Sample approval; nor will any approval by the Architect and RGCB relieve the Contractor from the responsibility for complying with the requirements of contract.

vi) Only when the samples are approved by the Architect, the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Architect for identification and shall be kept on record at site office until the completion and acceptance of the work and shall be available at the site for inspection / comparison at any time. The contractor shall keep with him a duplicate of such samples to enable him to process the matter.

vii) For items of works where the samples are to be made at the site, the same procedure shall be followed. All such samples shall be prepared at a place where it can be left undisturbed until the completion of the project.
viii) The Architect shall communicate the comments/ approval to the Contractor to the samples at his earliest convenience. Any delay that might occur in approving of the samples for reasons of its not meeting with the specifications or other discrepancies, inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment’s etc. shall be to the account of the contractor. In this respect the decision of the Architect /Client shall be the final.

ix) On delivery of the supplies of materials / equipment’s for permanent works at the site, the contractor shall specifically arrange to get the supply inspected by the Architect and compared with the approved sample and his specific approval obtained before using the same in the work.

(c) Cost of Tests

The testing charges shall be borne by the Contractor intended by or provided for the Contract or as found necessary by the Architect for ascertaining whether the quality of materials intended to be used by the Contractor in the Works is acceptable, whether any finished or partially finished work is appropriate for the purposes which it was intended to fulfill. The cost of making samples, transportation etc. shall also be borne by the Contractor.

(d) Standards and codes

The Contractor shall at his cost provide one set of approved standards and codes to which the proposed materials, items and works to be executed shall conform. Such a set shall be handed over to the client and the Architect for ready reference. All materials, items and works, when submitted for approval shall have reference to Tender Specifications and drawings and of clauses of relevant standard codes for acceptance criteria.

(e) Testing facilities

The Contractor shall, at his own cost, provide testing facilities at site as stipulated in the Contract document.

In respect of tests carried out in other approved laboratories, as stipulated in the contract document / as directed by the Architect, the Contractor shall arrange for taking samples, testing etc. The charges/testing fee will be borne by the Contractor.

f) The contractor shall prepare Quality Control Manual duly considering the above and the Quality Control document of the Architect and get it approved by the client for compliance.

24. Government Labour Laws

The contractor has to follow strictly the Government labour acts, which are in force at present and all necessary arrangements for labour will have to be made by the Contractor.

25. Obtaining Information related to Execution of work

No claim by the contractor for additional payment will be entertained which in consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the works, nor will any misunderstanding or the obtaining of incorrect information or the failure to obtain information relieve him from any risks or from the entire responsibility for the fulfillment of the contract.
26. Access for Inspection

Persons nominated by client and Architect and their respective representatives shall at all reasonable times have free access to work and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall extend necessary service to Client and Architect and their representatives every facility necessary for checking measurements, inspection and examination and test of the materials and workmanship.

27. Examination of Work before covering up

(a) No part of the works shall be covered up or put out of view without the approval of the Architect and the contractor shall afford full opportunity for the Architect to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to the Architect whenever any such work or foundation is or ready or about to be ready for examination and the Architect shall attend the same.

(b) Uncovering and making openings

The contractor shall uncover any part or parts of the works or make openings in or through the same as the Architect may from time to time direct and shall reinstate to make good such part or parts to the satisfaction of the Architect. No extra payment will be paid for this.

28. Assignment

The contractor shall not, without the prior consent of RGCB assign the Contract or any part thereof, or any benefit or interest therein or there under, otherwise than by:

A change in favour of the Contractor’s bankers of any moneys due or to become due under the Contract, or assignment to the Contractor’s insurers (in case where the insurers have discharged the Contractor’s loss or liability) of the Contractor’s right to obtain relief against any other party liable.

The Contractor shall not sub-contract the whole of the Works. The Contractor shall not subcontract any part of the Works without the prior consent of the Client, except where otherwise provided by the Contract. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen. Such Permission may be granted only for the specialized works etc. and the decision of the Client shall be final in this regard.

29. Claims

The contractor shall send to the Architect and RGCB once in every month an account giving particulars as complete and fully detailed as required for any claim for additional payments, to which the contractor may consider himself entitled and of all extra or additional / substituted work ordered by the Architect / Client which he has executed during the preceding month subject to provisions under relevant clauses of the contract hereof.

30. Variations
(a) The Architect with the prior approval of the Competent Authority in determining revised quantity, form or quality shall make and variation in the form, quality or quantity of the works or any part thereof that may necessary and for that purpose or if for any other reason it shall, in his opinion be desirable, he shall with the prior approval of the Client order the contractor to do and the contractor shall do any of the following, subject to the provisions of other contract conditions.

   i) Increase or decrease the quantity of any work included in the contract

   ii) Omit any such work

   iii) Change the character or quality or kind of any such work

   iv) Change the levels, lines, positions and dimensions of any part of the works.

   v) Execute additional work of any kind necessary for the completion of the works.

   vi) Change any specified sequence or timing of construction of any part of the work.

No such variation shall in any way vitiate or invalidate the contract, but the cost, if any, of all such variations shall be taken in account for payment to the contractor as an addition or adjustment to the amount of the contract sum. Provided that where the issue of instruction to vary the works is necessitated by some default or breach by the contractor or for which he is responsible, any additional cost attributable to such default or breach shall be borne by the contractor.

(b) The contractor shall make no such variations without the concurrence of Architect/Client

31. Inspection and Testing

(a) Inspection & Testing during manufacture

The Architect/Client shall be entitled during manufacture to inspect, examine and test on the contractor’s premises during working hours the materials and workmanship and check the progress of manufacture of all fabrication materials to be supplied under the contract, and if part of the said materials is being manufactured on other premises the contractor shall obtain for the Architect/Client permission to inspect, examine and test as if the said plant were being manufactured on the contractor’s premises. Such inspection, examination or testing if made shall not relieve the contractor from any obligation under the contract.

(b) Facilities for Testing at Manufacturer’s Works

Where the contract provides for tests on the premises of the contractor or of any sub-contractor the contractor shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be requisite and as may be reasonably demanded to carry out such tests efficiently.

(c) Certificate of Testing

As and when fabrication materials shall pass the tests referred in this clause, the Architect shall furnish to the contractor a certificate in writing to that effect.

(d) Rejection

If as a result of such inspection, examination or test of the works (other than a Test on Completion) the Architect shall decide that such material is defective or not in accordance, with
the contract he shall notify the contractor accordingly in writing his objection and reasons thereof. The contractor shall make good the defect or ensure that the material complies with the specifications. Thereafter, if required, the tests shall be repeated under the same terms and conditions till satisfactory results are obtained.

(e) Inspection Reports

The contractor shall provide the Architect with five copies of reports of all inspection and tests.

32. Virtual Completion Certificate

When the whole of the Works have been substantially and virtually completed and have satisfactorily passed any final test that may be prescribed by the Contract and is fit for occupation/use:-

(a) The Contractor shall give a notice to that effect to the Architect accompanied by an undertaking to finish any outstanding work during the Defects Liability Period. Such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor.

(b) The Architect shall review whether the works are completed in such a condition so as to be put to its proper or other intended final use and/or occupied without any shortcomings and no major or minor items of works are remaining which in the opinion of the Architect will cause undue difficulties in satisfactory use/occupation of the buildings.

33. Defects after completion

(a) General

Any defect, shrinkage, settlement or other faults which if appearing within the “Defects Liability Period” arising due to poor quality of materials or workmanship, shall upon the direction in writing of the Client/Architect and within such reasonable time as shall be specified therein, be attended and made good by the contractor, at his own cost. In case of default the Client may employ and pay other persons to make good such defects, shrinkage, settlements or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damage, loss and expenses shall be recoverable from the bills due or may be deducted from any money that may become due to the contractor, or may in lieu of such amending and making good by the contractor deduct from any sum due to the contractor, the amount to be determined by the Client.

(b) Cost of Execution of Work of Repair, etc.

All such works shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Client, be due to the use of materials or workmanship not in accordance with the Contract, or due to neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor’s part under the Contract.

(c) Contractor’s personnel to be at site

During the defects liability period the contractor shall retain at least one of his authorized representative at site along with required tradesmen.

34. Approval and acceptance
(a) Provisional Acceptance

The work shall be deemed to have been provisionally accepted after fulfillment of the following by the Contractor.

i). Submitting As-Built Drawings, Catalogues, Brochures, and Data Sheets, manuals in the form as directed by Architect/RGCB

ii). Obtaining Certificate of Completion from the Architect

(b) Certificate of Final Completion

The contract shall not be considered as completed until a Certificate of Final Completion shall have been issued by the Architect stating that the Works have been completed to their satisfaction and remedying / rectifying of defects have been satisfactorily performed.

35. Works by Other Agencies

The Client and Architect reserves the right to use premises and any portion of the site for the execution of any work not included in this contract which it may desire to have carried out by other persons simultaneously, and the contractor shall allow reasonable facilities for the execution of such work, but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract and the contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

36. Insurance Policies

(a) Contractor shall take “Contractor’s All Risk Policy” and Third Party Insurance or other insurance policies in the joint name of the Contractor and Client and keep it valid against all loss or damages to the Works, Materials, Equipment, Persons and Properties from whatever cause arising for which he is responsible under the terms of the Contract, other than the expected risks, and in such manner that the Client and Contractor are covered for the period as stipulated for entire duration including the Defects Liability Period and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with the obligations.

(b) In the event of the Insurance Policies are taken and kept valid by the contractor, whenever claims need to be made for any matter or thing in respect of the insurance covered under the Insurance Policies, it shall be the responsibility of the Contractor to lodge such claims and to follow up and obtain the payments for the claims from the Insurance Companies. Should the Client suffers any losses and or damages in connection with the works and the Contractor is unable or unwilling to get such losses and or damages reimbursed by the insurance companies, the Client shall recover the amounts in respect of such losses and or damages from the Contractor by way of deductions made from any money that may be payable or that may become payable to the Contractor.

(c) Irrespective of whether the Insurance Policies referred under sub-clause above are taken by the Contractor or not and whether the Policies are kept valid or not notwithstanding anything stated in the sub-clause as above of this clause, the Contractor shall indemnify the Client from all the compensations and claims that may arise due to loss and damages to the works, materials, equipment, persons and properties on account of Contractor’s operations at
site during the period and also Defects Liability period and the Contractor shall be responsible, liable and bound to the Client to compensate or make good or replace the loss or damage arising out of any event whatsoever as directed by the Client.

37. Dues not paid by the Contractor

The contractor shall pay all dues or fees to statutory authorities and Electricity and Water supply authorities etc. wherever required within the due period and indemnify the Client from any claims or compensations or penalties or damages arising out of non-payment of any such dues or fees. However, in case some dues or fees are not paid by him / and or claims for compensations or penalties etc. are raised by the Statutory authorities, the Client may deposit the required amount for any or all of the above and recover or deduct the same from any money payable to the contractor by the Client or any other means available to the Client.

38. Specifications

The various works indicated in the schedule shall be carried out strictly in accordance with the detailed specification whether actually mentioned or not. Where specifications are not available in this document, such work shall be carried out strictly in accordance with CPWD specification and if there are no details in CPWD specification book then it shall be executed as per Bureau of Indian Standard specification. In case there is no such specification in Bureau of Indian Standards the work shall be carried out in all respects in accordance with the instructions and requirement of the Architect.

39. Urgent Repairs

If, by reason of any accident, or failure, or other event occurring to or in connection with the works, or any part thereof, either during the execution of the works, or during the Defects Liability period any remedial or other work or repair, shall, in the opinion of the Client be urgently necessary for the safety of the Works and the Contractor is unable or unwilling at once to do such work or repair, the Client may employ and pay other persons to carry out such work or repair as the case may be and Client may consider necessary. If the work or repair so done by the other agency is the work which, in the opinion of the Architect/Client the Contractor was liable to do at his own expense under the Contract, all expenses incurred by Other agency in doing so shall be recoverable from the Contractor by the Client, or may be deducted by the Client from any sum due or which may become due to the Contractor.

40. Boreholes & Exploratory Excavation

If, at any time during the execution of the Works, the Architect/Client shall require the Contractor to make boreholes or to carry out exploratory excavation, such requirement shall be ordered in writing and shall be deemed to be an additional item ordered under the provisions unless a provisional sum in respect of such anticipated work shall have been included in the schedule of items.

41. Fossils, Etc.

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the works shall be the property of RGCB.
42. Plant Temporary Works & Materials 
(a) Plant, Temporary Works etc. Exclusive use for the Works

All Constructional Plant, Temporary Works and materials provided by the Contractor shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof except for the purpose of moving it from one part of the Site to another, without the consent, in writing of the Architect, which shall not be unreasonably withheld.

(b) Removal of Plant etc.

Upon completion of the Works, the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor, within 10 days of obtaining the completion certificate.

43. Operations and Maintenance Manual

The Contractor shall also provide and submit to the CLIENT two copies in a durable plastic case of the operating and Maintenance Instruction Manuals as may be applicable for the works. The arrangement of these manuals shall be as follows:

SECTION A: Index

SECTION B: Full set of Indexed Photographs showing all salient features of the Project.

SECTION C: Description and details of materials, items and fittings and fixtures used for the project along with Catalogues & Addresses of the Suppliers.

SECTION D: Planned maintenance instruction and dates for order replacements.

SECTION E: List of recommended Spare parts of consumables.

SECTION F: List of “As-Built” Drawings (related to Working/Shop drawings)

Until the Drawings, prints, transparencies and manuals referred to above have been received and approved by the Architect the Contract shall not be considered as complete and payment of sum will be withheld until such drawings, etc. have been submitted to and approved by the Architect/Client and the cost of providing such records including proper submission thereof is deemed to be included in the Contract Sum quoted by the Contractor.

44. Reports by Contractor

(a) The contractor shall maintain daily weather record. Any other inclemency in weather shall be recorded.

(b) The Contractor shall file daily category-wise labour report. The report shall indicate scheduled requirement against actual strength.

(c) The Contractor shall prepare Weekly Reports of planned and actual progress of work and subsequent week’s scheduled work. These will also include material procurement status. These reports shall be submitted to the Architect & shall be reviewed in Review / Coordination Meetings.

(d) The Contractor shall submit Monthly Progress Report as per format approved by Architect/Client.
(e) The Contractor, as directed by the Architect/Client shall prepare other Progress Charts and Schedules as may be required.

45. Office Accommodation for Contractor, Engineers and other staff/ other facilities

(i) The Contractor shall provide and maintain necessary office(s), workshops, stores, sanitary facilities, canteens etc. for themselves and their staff at site with the approval of the Architect. A suitable layout for this shall be made and got approved by the Architect.

(ii) The Contractor shall install and maintain telephones/ fax facility with required extensions and computers having latest configuration and internet facility at his own cost and shall pay all the bills for the calls/charges and maintenance.

46. Labour Camp

The Contractor has to make their own arrangements for providing accommodation and other facilities for the laborers nearer to the site.

47. Miscellaneous

(a) Monthly Progress Photographs

The Contractor shall arrange at his own cost to maintain a progress record of the works by taking postcard size colour photographs (preferably digitized photographs) minimum 6 Nos. or more per month or fortnight as directed by the Architect during the constructions stages and after completion and shall supply one set to the Client and one set to the Architect at no extra cost. The Contractor will be required to submit monthly reports on the progress of his work as per the format approved by the Architect.

(b) Safety Regulations

Contractor shall be fully responsible for the safety of his Employees/Visitors/Contract Labour/Sub-Contractors Labour. The Contractor shall provide first-aid box readily available at site. The Contractor shall provide all safety measures as per labour safety rules applicable

(c) Labour Laws

The Contractor shall strictly adhere to all labour laws prevailing in the region. The contractor shall make timely payment of wages of his labour and the wages paid to the labour shall be equal to or more than the minimum wage prevailing at the time of payment. The Contractor shall comply with all applicable labour legislation.

(d) By-Laws of Statutory Authorities

The Contractor and his labour shall not violate municipal/sanitation/health or any other byelaws.

(e) Tax Deduction at Source

Taxesand surcharge as applicable shall be deducted from the amount paid to the Contractor towards the value of the work done.

(f) General Lighting and Securities

The Contractor shall, throughout the execution, completion and remedying of the defects, provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or recommended by the Architect or by any duly constituted
authority for the protection, of the works or for the safety and convenience of the public or others.

(g) Technical Examination

The Client shall have the right to cause Audit and Technical Examination of the works. The bills of the contractor including all supporting vouchers, abstracts, etc. to be made as per payments 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, the contractor shall be liable to refund the amount of over payment and it shall be lawful for the CLIENT to recover the same from the security deposit or Performance Security of the contractor or from any dues payable to the contractor. 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, the amount of such under payment shall be duly paid.

In the case of any audit examination and recovery consequent on the same the contractor shall be given an opportunity to explain his case and the decision of the Client shall be final.

In the case of Technical Audit, consequent on which there is a recovery from the contractor, recovery should be made with orders of the Accepting authority whose decision shall be final. All action under this clause should be initiated and intimated to the contractor within the period of twelve months from the date of completion.

(h) Site Order book

For the purpose of quick communication between Architect and the Contractor / his representative, site order book shall be maintained at site as described below:

Any communication, relating to the works may be conveyed through recording in the site order book. Such a communication from Architect/RGCB to the Contractor shall be deemed to have been adequately served in terms of the contract. The site order book shall have machine numbered pages and shall be carefully maintained and preserved by the Project Manager.

(i) Pre-construction anti-termite 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 waterproof treatment shall be of type and specifications as given in the schedule of quantities. 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 the client or his representative 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 client or his representative may get the same done by another agency at the Contractor's cost and risk and the decision of RGCB for the cost payable by the contractor shall be final and binding upon him. Re-treatment if required shall be attended to and carried out by the Contractor within seven days of the notice from the client or his representative. Water proofing and anti-termite treatment shall be got done through approved / specialized agencies only with prior approval of the client or his representative. 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 the client or his representative by the contractor at his costs and risks.

(j) Marine plywood or steel plates of minimum thickness as approved by Architect shall be used for formwork. The shuttering plates shall be cleaned and oiled after every repetition and shall be used. The number of repetitions allowed for plywood and steel shuttering shall be depending upon the condition of shuttering surface after each use and the decision of Architect in this regard shall be final and binding on the contractor. No claim whatsoever on this account shall be admissible.

(k) RECORDS OF CONSUMPTION OF CEMENT & STEEL - For the purpose of keeping a record of cement and steel received at site and consumed in works, the contractor shall maintain records in the form approved by the Architect, showing columns like quantity received and used in work and balance in hand etc. The contractor’s representative and Architect’s representative shall sign this register daily.

(l) The contractor shall prepare and finalize a ‘Quality Assurance Programme’ within 15 days from letter of acceptance Architect shall also carry out quality audit and quality surveillance of systems and procedures of Contractor’s quality control activities. The Quality Assurance Programme of Contractor shall generally cover the following:
   a) Procedure for selection and approval of material sources.
   b) Type, frequency, sampling and procedure of tests at site and laboratories.
   c) Work instruction for various stages of work.
   d) Formats for carrying out various tests.
   e) Checklist for Construction Practices.

(m) The instruction/ approvals given by the Architect to contractor shall hold good if not objected by the client. In case instructions and approvals are given by client, the same shall supersede the instruction of Architect. In all cases decision of the Client shall be final and binding on the contractor.
B) PLUMBING WORKS

1. Contractor should take proper care in cutting pipes and other materials issued by the owner to use at site of work so that wastage will be within permissible limit. In case the wastage is found more than permissible limit due to negligence omission carelessness from the contractor or any workers employed by him, necessary recovery will be effected from the contractor’s bills.

2. The contractor shall execute the work in consultation with the site in charge and all other agencies and persons engaged at the site.

3. Concealed piping work shall be done in consultation with civil contractor / site in charge before plastering work is done.

4. All work’s involving cutting and breaking of walls and slabs etc. should be done before plastering work is done.

5. Contractor should take proper care in handling all kinds of fittings issued to him and if any breakage, shortage is found due to carelessness, omission negligence from the part of contractor on his employees or by theft the cost of fittings found broken, damaged or stolen will be recovered from the contractor.

6. All plumbing works shall be pressure tested for all kinds of leakage etc, before plastering work is done to the satisfaction of Architect.

7. Care shall be taken while making holes drilling cutting etc, to avoid damage to plumbing and electrical lines and other cables lines etc.

8. The contractor shall provide safety devices to all the persons working at dangerous position employed by him at the site.

9. The contractor shall obtain sanction from concerned authority for taking water connection from KWA main line.

10. The contractor shall obtain Consent to establish and Consent to operate from Kerala State Pollution Control Board. The treated waste water shall conform to the parameters specified by KPCB for reuse for Flushing.
ADDITIONAL CONDITIONS

A. GENERAL AND CIVIL WORKS

1. Unless otherwise provided in the Schedule of quantities the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing extra shall be payable to him on this account.

2. Other agencies doing work related with this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying, burying in the work pipes, cables, conduits, clamps, boxes and hooks for fan clamps, etc. as may be required for other agencies conduits for Electrical wiring/cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.

3. The contractor shall be bound to follow all restrictions/instructions with regard to safety/security and nothing extra shall be payable on this account.

4. (a) The Construction works will be carried out in the manner complying in all respects with the requirements of relevant byelaws of the local body under the jurisdiction of which the work is to be executed or as directed by the Architect of RGCB and nothing extra will be paid on this account.

(b) The contractor shall comply with proper and legal orders and directions of the Local or Public authority or Municipality and abide by their rules and regulations and pay all fees and charges, which he may be liable.

5. Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been built in the items and nothing extra shall be payable (or) extra cement considered in consumption on this account.

6. All drawings issued for the work shall at all times be properly co-related before executing any item of work.

Samples of various materials required for testing shall be provided free of charge by the contractor. Testing charges shall be borne by the department. However, if material does not conform to the relevant codes/specifications, the testing charges shall be borne by the contractor. All other expenditure required to be incurred for taking the samples; conveyance, packing etc. shall be borne by the contractor himself.

7. All drawings issued for the work shall at all times be properly co-related before executing any item of work.

8. For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclatures indicated in the publications “Abbreviated nomenclature of item of DSR-2014” with up to date correction slips shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and other relevant specifications.

(b) In the case of items for which abbreviated nomenclature is not available in the above cited publication and also in case of extra and substituted items of works for which abbreviated
The nomenclature is not provided in the agreement, the full nomenclature of the items shall be reproduced in the measurement books and bill forms for running account bill.

The full nomenclature of the items shall be adopted in preparing abstract of final bill form in the measurement book and also in the bill form for final bill.

9. The following procedure shall be followed in case of removal of rejected/sub-standard materials from the site of work.

Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the site order book under the signature of the Project Manager giving approximate quantity of such materials. As soon as the material is removed, a certificate to that effect may be recorded by the Project Manager against the original entry, giving the date of removal and mode of removal i.e. whether by truck, carts or by manual labour. If removal is by truck, the registration number of the truck should be recorded.

10. Conditions for Cement (Grey Cement)

i) The contractor shall procure 43 grade ordinary Portland Cement/ Portland Pozzolano Cement (PPC) as required in the work, from reputed manufacturers of cement such as ACC, Ultra tech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement, J. K. Cement India Cement, Malabar Cement or from any other reputed cement manufacturer having a production capacity not less than one million tonnes per annum as approved by RGCB.

The contractors may also submit a list of names of cement manufacturers which they propose to use in the works whose name shall be got approved from the Architect. Supply of cement shall be taken in 50 Kg. bags bearing manufacturer’s name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week’s time of written order from the Architect to do so.

ii) PPC (Portland Pozzolana Cement) if used in RCC structures is to be regulated in accordance with the circular issued by the Directorate General of Works CPWD vide No.CDO/SE(RR)/Fly Ash (Main)/102 dt.09.04.2009.

iii) If necessitated due to low water/binder ratio, required workability shall be achieved by use of chloride free chemical admixtures conforming to IS: 9103. The compatibility of chemical admixtures and super plasticizers with each set OPC, fly ash and/or PPC received from different sources shall be ensured by trials.

iv) The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Project Manager

v) The cement godown of the capacity to store a minimum of 2000 bags of cement shall be constructed by the contractor at the site of work for which no extra payment shall be made. Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Project Manager or his authorized representative and the keys of the other lock shall remain with the contractor. The contractor shall be responsible...
for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Project Manager at any time.

vi) The cement shall be got tested by Project Manager and shall be used on work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the contractor.

vii) Damaged cement shall be removed from site immediately by the contractor on receipt of notice in writing from the Project Manager. If he does not do so within three days of receipt of such notice, the Project Manager shall get it removed at the cost of the contractor.

viii) The actual issue and consumption of cement on work shall be regulated and proper accounts maintained. The theoretical consumption of Cement shall be worked out and regulated as per procedure laid out elsewhere in the contract.

(ix) The cement brought to site and the cement remaining unused after completion of the work shall not be removed from the site without the written permission of the Project Manager.

(x) Cement should be kept in godowns properly and register should be maintained to record receipts as well as consumption

11. Conditions for Steel

i) The contractor shall procure TMT bars of grade prescribed in the drawings/Specifications, from primary steel producers such as SAIL, Tata Steel Ltd., RINL, Jindal Steel & Power Ltd. and JSW Steel Ltd., or any other producer as approved by CPWD.

In case of non-availability of steel from primary producers the NIT approving authority may permit use of TMT reinforcement bars procured from steel producers having integrated steel plants (ISPs) using iron ore as the basic raw material for production of crude steel which is further rolled into finished shapes in-house.

In case of non-availability of steel from Primary Producer as well as ISPs then the RGCB may also permit use of TMT reinforcement bars procured from secondary producers.

In such cases following action is to be taken.

a) The grade of the steel such as Fe 500D or other grade to be procured is to be specified as per BIS 1786-2008

b) The secondary producers must have valid BIS license to produce HYSD bars conforming to IS 1786:2008. In addition to BIS license, the secondary producer must have valid license from either of the firms Tempcore, Thermex, Evcon Turbo & Turbo Quench to produce TMT Bars.

c) The TMT bars procured from primary producers and Integrated Steel Plants (ISP) shall conform to manufacture’s specifications.

d) TMT bars procured either from primary producers or secondary producers, the specifications shall meet the provisions of relevant BIS codes

ii) The contractor shall have to obtain and furnish test certificates to the Architect in respect of all supplies of steel brought by him to the site of work.
iii) Samples shall also be taken and got tested by the Architect as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to the specifications as defined under para 1(d) and 1(e) above the same shall stand rejected, and it shall be removed from the site of work by the contractor at his cost within a week time on written orders to do so.

iv) The steel reinforcement shall be brought to the site in bulk supply of ten tones or more as decided by the Architect.

v) The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.

vi) For checking nominal mass, tensile strength, bend test, re-bend test etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below:

<table>
<thead>
<tr>
<th>Size of bar</th>
<th>For consignment below 100 tonnes</th>
<th>For consignment above 100 tonnes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 10mm dia. bars</td>
<td>One sample for each 25 tonnes or part thereof</td>
<td>One sample for each 40 tonnes or part thereof</td>
</tr>
<tr>
<td>10mm to16mm dia bars</td>
<td>One sample for each 35 tonnes or part thereof</td>
<td>One sample for each 45 tonnes or part thereof</td>
</tr>
<tr>
<td>Over 16mm dia bars</td>
<td>One sample for each 45 tonnes or part thereof</td>
<td>One sample for each 50 tonnes or part thereof</td>
</tr>
</tbody>
</table>

vii) The contractor shall supply free of charge the steel required for testing. The cost of tests shall be borne by the contractor.

viii) In case contractor is permitted to use TMT reinforcement bars procured from ISPs or secondary producers then:

The rate for providing & laying TMT reinforcement bars as quoted by the contractor in the tender shall be reduced by an amount worked out based on the difference in cost between the TMT/produced by primary steel producers and that by secondary producers allowing 15% overheads and profit.

ix. The actual issue and consumption of steel on the work shall be regulated and proper accounts maintained the theoretical consumption of steel shall be worked out as per procedure laid out elsewhere in the contract.
PROFORMA OF SCHEDULES

SCHEDULE ‘A’
Schedule of quantities : Attached as per Vol III of the Tender documents

SCHEDULE ‘B’
Schedule of materials to be issued to the contractor : No materials are proposed to be issued to the Contractor by RGCB.

SCHEDULE ‘C’
Tools and plants to be hired to the contractor : No Tools & Plants are proposed to be hired to the Contractor by RGCB.

SCHEDULE ‘D’
Extra schedule for specific requirements/document for the work, if any : NIL

SCHEDULE ‘E’
Reference to General Conditions of contract : GCC of Contract Page 39 to 105

Name of work : Establishment of RGCB Bio Innovation Research Center at Akkulam in Thiruvananthapuram District, Kerala State Phase. I – Construction of Research Block with Animal Research Facility, Hostel Buildings, Civil & Related MEP works including site development and connected Infrastructure (Composite contract)

Estimated cost of work : Rs.56.59 Crores
Earnest Money : Rs. 67 Lakhs
Performance Guarantee : 5 % of tendered value
Security Deposit : 2.50 % of tendered value

SCHEDULE ‘F’
Signature of the contractor

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GENERAL RULES & DIRECTIONS

Definitions:

Officer inviting tender: Controller of Administration RGCB

Architect: Consortium of Architect Hafeez Contractor and M/s Iyer and Mahesh, who has been appointed by the client for Architectural planning/ Engineering, Design and Project Management

Accepting Authority: Controller of Administration, RGCB

Percentage on cost of materials and Labour to cover all overheads and Profits: 15%

Standard Schedule of Rates: DSR’ 2014

Department/Owner: Rajiv Gandhi Centre for Biotechnology under Department of Biotechnology Government of India.
SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and handhold shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1(¼ horizontal and 1 vertical.)

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

3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.

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

5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder up to and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least ¼" for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The sides of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) 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.
(b) Safety Measures for digging bore holes:-

(i). If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;

(ii). During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Architect

(iii). Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;

(iv). After drilling the bore well, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;

(v). After the completion of the bore well, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;

(vi). After the bore well is drilled the entire site should be brought to the ground level.

7. Demolition - Before any demolition work is commenced and also during the progress of the work,

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

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

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

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

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

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

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

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

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

(a) Entry for workers into the line shall not be allowed except under supervision of the Project Manager or any other higher officer.
(b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working.
(c) Before entry, presence of toxic gases should be tested by inserting wet lead which changes colour in the presence of such gases and gives indication of their
(d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole.
(e) No Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
(f) Safety belt with rope should be provided to the workers. While working inside the such rope should be handled by two men standing outside to enable him to be during emergency.
(g) The area should be barricaded or cordoned of by suitable means to avoid mishaps of Proper warning signs should be displayed for the safety of the public whenever cleaning are undertaken during night or day.

(b) No smoking or open flames shall be allowed near the blocked manhole being cleaned. 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.
(h) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Architect may decide the time up to which a worker may be allowed to work continuously inside the manhole.
(i) 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 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

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

(l) 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

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

If a man has received a physical injury, he should be brought out of the sewer

(o) immediately and adequate medical aid should be provided to him.
The extents to which these precautions are to be taken depend on individual situation but the decision of the Architect regarding the steps to be taken in this regard in an individual case will be final.

(vi) The Contractor shall not employ men and women below the age of 18 years 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 precaution should be taken:-

(a) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.

(b) 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.

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

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

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

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

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

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

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

(vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

(vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of RGCB

(viii) RGCB may require, when necessary medical examination of workers.

(ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

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

11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-
(i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

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

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

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

(iv) In case of departmental machines, the safe working load shall be notified by the Architect. As regards contractor’s machines the contractors shall notify the safe working load of the machine to the Architect whenever he brings any machinery to site of work and get it verified by the Architect concerned.

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

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

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

15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or RGCB of the department or their representatives.

16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.
MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY
ARRANGEMENTS FOR WORKERS

1. APPLICATION

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

2. DEFINITION

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

3. FIRST-AID FACILITIES

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

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

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

1. 6 small sterilized dressings.
2. 3 medium size sterilized dressings.
3. 3 large size sterilized dressings.
4. 3 large sterilized burn dressings.
5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
6. 1 (30 ml.) bottle containing Sal volatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 (30 gms.) bottle of potassium permanganate crystals.
9. 1 pair scissors.
10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
12. Ointment for burns.

(b) For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipment's.

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

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

(iv) Nothing except the prescribed contents shall be kept in the First-aid box.

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

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

(vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.

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

4. DRINKING WATER

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

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

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

5. WASHING FACILITIES

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

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

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

6. LATRINES AND URINALS

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

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

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

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

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

(iv) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.

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

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

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

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

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

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

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

(ix) The contractor shall at his own expense, carry out all instructions issued to him by the Architect 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 on his behalf.

7. PROVISION OF SHELTER DURING REST

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

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

8. CRECHES

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

(ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation.

There shall be adequate provision of sweepers to keep the places clean.

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

(iv) The contractor shall provide one ayaa to look after the children in the crèche when the number of women workers does not exceed 50 and two when the numbers of women workers exceed 50.
(v) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

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

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

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

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

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

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

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

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

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

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

(x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre (10 sft) per diner to be accommodated as prescribed in sub-Rule 9.

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

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

(xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.

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

2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

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

2. A service counter, if provided, shall have top of smooth and impervious material.
3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment’s.

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

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

(xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:-

(a) The rent of land and building.
(b) The depreciation and maintenance charges for the building and equipment are provided for the canteen.
(c) The cost of purchase, repairs and replacement of equipment’s including furniture, crockery, cutlery and utensils.
(d) The water charges and other charges incurred for lighting and ventilation.
(e) The interest and amounts spent on the provision and maintenance of equipment’s provided for the canteen.

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

10. **ANTI-MALARIAL PRECAUTIONS**

    The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Architect including the filling up of any borrow pits which may have been dug by him.

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

12. **AMENDMENTS**

    Government may, from time to time, add to or amend these rules and issue directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.
CONTRACTOR’S LABOUR REGULATIONS

1. SHORT TITLE
These regulations may be called the C.P.W.D./PWD (DA) Contractors Labour Regulations.

2. DEFINITIONS
i) Workman means any person employed by RGCAB or its contractor directly or indirectly through a subcontractor with or without the knowledge of RGCAB to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person :-
   a) Who is employed mainly in a managerial or administrative capacity ; or
   b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature; or
   c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

   No person below the age of 14 years shall be employed to act as a workman.

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

   Contractors shall include every person who undertakes to produce a given result otherwise, supply of goods or articles of manufacture through contract labour or who supplies labour for any work and includes a subcontractor.

   Wages shall have the same meaning as defined in the Payment of Wages Act.

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

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

   a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance 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

   b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day provided he has worked under the same contractor for a continuous period of more than 6 days.
c) Where a contractor is permitted by the Project Manager to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

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

5. PAYMENT OF WAGES
   i) The contractor shall fix wage periods in respect of which wages shall be payable.
   ii) No wage period shall exceed one month.
   iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
   iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
   v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
   vi) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
   vii) All wages shall be paid in current coin or currency or in both.
   viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
   ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Architect/RGCB under acknowledgment.
   x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Project Manager or any other authorized representative of the Architect who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
   xi) The contractor shall obtain from the Project Manager or any other authorized representative of the Architect as the case may be, a certificate under his signature at
the end of the entries in the “Register of Wages” or the “Wage-cum-Muster Roll” as the case may be in the following form:-

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

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

The wages of a worker shall be paid to him without any deduction of any kind except the following:-

(a) Fines
(b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
(c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
(d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
(e) Any other deduction which the Central Government may from time to time allow.
(ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

Note: - An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-X

(iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
(iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
(v) No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days from the date on which it was imposed.
(vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. LABOUR RECORDS

(i) The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV) 
(ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
(iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).
(iv) Register of accident - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

a) Full particulars of the labourers who met with accident.
b) Rate of Wages.
c) Sex
d) Age
e) Nature of accident and cause of accident. f) Time and date of accident.
g) Date and time when admitted in Hospital, h) Date of discharge from the Hospital.
i) Period of treatment and result of treatment.
j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
k) Claim required to be paid under Workmen’s Compensation Act.
l) Date of payment of compensation.
m) Amount paid with details of the person to whom the same was paid.
n) Authority by whom the compensation was assessed.
o) Remarks
v) The contractor shall maintain a **Register of Fines** in the Form XII of the CL (R&A) Rules 1971 (Appendix-XI)

The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X)
vii) The contractor shall maintain a **Register of Advances** in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)

8. **ATTENDANCE CARD-CUM-WAGE SLIP**
i) The contractor shall issue an **Attendance card-cum-wage slip** to each workman employed by him in the specimen form at (Appendix-VII)

The card shall be valid for each wage period.

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

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

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

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

9. **EMPLOYMENT CARD**

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

10. **SERVICE CERTIFICATE**

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

11. **PRESERVATION OF LABOUR RECORDS**

Signature of the contractor  Page 110 of 112  EPI
All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Architect or Labour Officer or any other officers authorized by RGCB.

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY
The Labour Officer or any person authorized by Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

13. REPORT OF LABOUR OFFICER
The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to RGCB indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor’s bill are made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by RGCB after its decision on such appeal.
   i) RGCB shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer

14. APPEAL 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 RGCB within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Architect but subject to such appeal, the decision of RGCB shall be final and binding upon the contractor.

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

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

17. SUBMISSIONS OF RETURNS
The contractor shall submit periodical returns as may be specified from time to time.

18. AMENDMENTS
The Central Government may from time to time add to or amend the regulations and on any question as to the application/Interpretation or effect of those regulations the decision RGCB shall be final.