



NATIONAL BUILDINGS CONSTRUCTION CORPORATION LIMITED
(A Govt. of India Enterprise)

**INSTRUCTIONS TO TENDERERS
AND
GENERAL CONDITIONS OF CONTRACT**

**VOLUME – I
2011**

ISSUED TO : M/s _____



NATIONAL BUILDINGS CONSTRUCTION CORPORATION LIMITED
(A Govt. of India Enterprise)

**INSTRUCTIONS TO TENDERERS
AND
GENERAL CONDITIONS OF CONTRACT

VOLUME – I
2011**

ISSUED TO : M/s _____

Month.....
Year.....

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VOLUME - I

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एन.बी.सी. लिमिटेड/NBCC Ltd.
 जे.ए.जी. कॉम्प्लेक्स (त्रिपुरा), अगस्तल
 R.B.O. OFFICE (TRIPURA), AGARTALA
 क्र. संख्या - 1374
 SL NO -
 दिनांक - 9/5/2012



**NATIONAL BUILDING
 CONSTRUCTION
 CORPORATION LIMITED**
 (A Government of India Enterprise)
 (Business Development Division)



An IS/ISO 9001
 Company

No.BD:GCC:2012/240

26th April, 2012

Circular No:

Sub: General Conditions of Contract – 2011- Amendment No.: 01

Reference is invited to the clause 1.2 of GCC which provides that "Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s)/condition(s) (except unconditional rebate on price, if any,) in/along with the tender." Thus the GCC provides for acceptance of a letter offering unconditional rebate on the price bid.

In one of the case, enquired into by the vigilance division, it was found that the procedure for giving rebates over and above the price quoted in the price bid format even if given on a separate letter are recorded in the tender opening register, is fraught with the danger of manipulations and leaves room for the officials to include or remove such letter at will to favour one party over the other. To provide the optimum opportunity to the bidder to change their price already filled at the last moments, the suitable option is that the change in the price bid can be done on the format itself and the cutting, if any, should be duly countersigned by the tenderer.

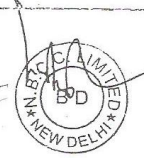
To bring in the requisite transparency and leave no room for complaint, the following "Amendment No.: 01" to the General Conditions of Contract (GCC) – 2011 (Volume-I) is issued for strict compliance:

Amendment No.:01 to General Conditions of Contract – 2011

Reference	Existing	Ammended
Clause 1.2 on Page-2 of Instruction to Tenderers	Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s)/condition(s) (except unconditional rebate on price, if any,) in/along with the tender	Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s)/condition(s). Any separate letter quoting any different amount/discount/rebate will not be entertained and it is only the price quoted on the prescribed format that will be taken into consideration for finalising the tender. Any further unconditional rebates/discounts if any should be mentioned on the format itself.

*Pl. Circulate -
 LBM (F)*

*126
 27/5
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Contd.....Pg-2-

Pg-2-

This Addendum is effective from the date of issue of this letter and will be the integral part of GCC-2011 (Vol.I).


(N.P.AGGARWAL)
Sr. General Manager(BD)

All RBG Heads/SBG Heads/Zonal Heads
N B C C Limited, ED-VI (TRIPURA)
AGARTALA:-799001.

Copy to :

1. DGM to CMD/E.O. to Dir(Proj.)/Sr. E.O. to Dir.(Fin.)
- for favour of kind information.

NATIONAL BUILDINGS CONSTRUCTION CORPORATION LIMITED
(A Govt. of India Enterprise)

INSTRUCTIONS TO TENDERERS (ITT)

1.0 MODE OF SUBMISSION

The tender is to be submitted in two separate sealed covers marked as under:

ENVELOPE-1

This ENVELOPE shall contain the following:

- Earnest Money Deposit as per clause 2.0 of ITT.
- Acceptance letter for un-conditional acceptance of the tender conditions as per proforma given in Instructions to Tenderers. This envelope shall be marked as:

ENVELOPE-I “EMD AND ACCEPTANCE LETTER” FOR (Name of work as mentioned in “notice inviting tender”)

NIT NO.: _____

DUE ON: _____

FROM: (Name of the contractor)

ENVELOPE-2

This ENVELOPE shall contain the following:

- Volume-I (ITT, General Conditions of Contract), Volume-II (NIT, SCC, Specifications, Price Bid, Drawings) and Corrigendum/ Addendum, if any, duly filled in, signed and stamped on each page by tenderer. Cutting or over-writing, if any, shall be signed and stamped by the person signing the tender. All pro-forma forming part of tender documents shall be filled in, signed and stamped by the tenderer.
- Copy of power of attorney/ partnership deed, duly attested by Notary Public authorizing the person who signs the tender.
- Any other information as required to be submitted along-with the tender.

This envelope shall be marked as Envelope-2 : (Name of Work as mentioned in “Notice Inviting Tender”)

NIT NO.: _____

DUE ON: _____

FROM: (Name of the Contractor)

Both the envelopes / packets shall be individually sealed and kept in a outer envelope marked as:
(Name of Work as mentioned in "Notice Inviting Tender")

NIT NO.: _____

DUE ON: _____

FROM: (Name of the Contractor)

The outer envelope shall be duly sealed and shall be delivered at place of submission of tender before the date and time fixed for receipt of tender as mentioned in "Notice Inviting Tender". The tenders received after the date and time of tender receipt shall not be considered and shall be returned to the tenderer unopened. NBCC shall not be responsible for any postal or other delays and tenderer should take care to ensure the submission of tender at place of receipt of tender before due date and time fixed for tender receipt. **All the envelopes shall be addressed to the** authority who has invited the tender as mentioned in "Notice Inviting Tender".

- 1.1 First the envelope-1 of the tenderer shall be opened. Tenderers who un-conditionally accept the tender conditions and deposit the required earnest money shall be considered for the opening of their price bid and Envelope-2 of such tenderers shall only be opened. The tenders not accompanied by requisite Earnest Money and/ or not conveying un-conditional acceptance of tender conditions shall be rejected and such tenderer shall not be allowed to attend price bid opening i.e. opening of Envelope-2.
- 1.2 Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s)/conditions(s) (except unconditional rebate on price, if any,) in/along with the tender.
- 1.3 In case the conditions 1.2 mentioned above is found violated at any time after opening of tender, the tender shall be summarily rejected and NBCC shall, without prejudice to any other right or remedy, be at liberty to forfeit the full said Earnest Money absolutely.

2.0 EARNEST MONEY DEPOSIT

Earnest Money Deposit of amount as mentioned in "NIT/ITT/Memorandum to Form of Tender" required to be submitted along with the tender shall be in the form of Demand Draft payable at place as mentioned in "NIT/ITT" in favour of NBCC Limited from any Scheduled bank or bank Guarantee from any Nationalized or approved Scheduled banks as per Appendix-M in the enclosed format. The EMD shall be valid for minimum period of 150 (One Hundred fifty) days from last day of submission of Tender. The EMD shall be governed by Clause 7.0 of General Conditions of Contract.

- 3.0 NBCC reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever thereof. NBCC does not bind themselves to accept the lowest tender. The NBCC reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The Contractor is bound to accept the portion of work as offered by NBCC after split up at the quoted/ negotiated rates.

4.1 FOR ITEM RATE TENDERS

- 4.1.1 The tenderers should quote in figures as well as in words the rates and amounts tendered by them. The amount for each item should be worked out and the requisite totals and page totals given.
- 4.1.2 Special care should be taken to write the rates in figures as well as in words in such a way that any alteration is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of Rupees and word 'P' after the decimal figure e.g. Rs.2.15p. Rs. 2.15 shall be written as Rupees two and fifteen paise only. Unless the rate/amount is in whole Rupees it should invariably be up to two decimal places. While quoting the rates in Bill of quantities, the word "only" should be written closely following the amount and it should not be written in the next line.
- 4.1.3 In case of any discrepancy between the rates quoted in figures and words, the rate on which the amount has been worked out shall be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will be taken as correct and not the amount.
- 4.1.4 Price shall be entered against each item in Bill of Quantities where quantities or LS (lump-sum) has been mentioned. The cost of item against which the contractor has failed to enter a rate or price shall be deemed to be covered by rates and prices of other items in the Bill of Quantities and no payment shall be made for the quantities executed for items against which rate has not been quoted by contractor. No rate is to be quoted against items for which no quantity is given. However, the contractor has to quote rate against "LS" items.

4.2 FOR PERCENTAGE RATE TENDERS

- 4.2.1 In case of Percentage Rate Tenders, tenderer shall fill up in the Schedule/ Bill of Quantities, percentage below/ above (in figures as well as in words) to total estimated cost given in Schedule/ Bill of Quantities, he will be willing to execute the work. The tenderer should quote a unique single percentage plus/ minus over the total estimated amount given in schedule/ bill of quantities. In case more than one schedule is given, stipulating quoting of separate percentages (plus or minus) over the estimated amount of each schedule, the tenderer can quote separate percentages for each such schedule. Under no circumstances, tenderer is allowed to quote separate percentages for individual items, trades or group of items. In case tenderer quotes separate percentages for individual items, trades or group of items instead of to the total amount of schedule(s), the tender shall be rejected and earnest money of the tenderer shall be forfeited in totality.
- 4.2.2 In case of Percentage Rate Tenders, the tenderer shall also work out the total amount of his offer after adding percentage plus or minus over the total schedule amount and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. Rs. 2.15 P and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end.

- 4.2.3 In case of Percentage Rate Tenders, only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the tenderer in Percentage Rate Tender shall be accurately filled in figures and words, so that there is no discrepancy. However, if the tenderer has worked out the amount of the Tender and if any discrepancy is found in the percentage quoted in words and figures, the percentage which corresponds with the amount worked out by the tenderer shall be taken as correct.— If the amount of the tender is not worked out by the tenderer or it does not correspond with the percentage written either in figures or in words then the percentage quoted by the tenderer in words shall be taken as correct. Where the percentage quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the tenderer will be taken as correct and not the amount. If contractor fails to mention plus or minus (above or below) against the percentage but has worked out the amount, the percentage whether above or below shall be worked out from the amount. For any other discrepancy, the decision of Tender Scrutiny Committee of NBCC shall be final and binding on the contractor including on rejection of Tender and forfeiture of EMD.
- 5.0 The tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/ modifications shall be rejected.
- 6.0 The witnesses to the Tender/Contract Agreement shall be other than the tenderer/ tenderers competing for this work and must indicate full name, address, status/occupation with dated signatures.
- 7.0 The acceptance of tender will rest with the NBCC who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason thereof. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
- 8.0 Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 9.0 On acceptance of tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from Engineer-in-charge or its authorized representative shall be intimated by the contractor with in 07 days of issue date of telegram/letter/telex/fax of intents by NBCC.
- 10.0 The tenderer shall not be permitted to tender for works if his near relative is posted as an Accountant or a Project Executive or any higher ranks in the project office or concerned Zonal office of the NBCC. The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in NBCC. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeit of Earnest Money and Security Deposit. This may also debar the contractor from tendering for future works under NBCC.
- 11.0 The time of completion of the entire work, as contained in contract shall be as mentioned in “Memorandum to Form of Tender”, which shall be reckoned from the 10th day after issue of the letter/Telex/Telegram/Fax of Intent by the NBCC.

12.0 The tender award, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of Intent/ Letter of Work Order, Bill of Quantities, Special Conditions of Contract, General Conditions of Contract, Specifications, Drawings. The tenderers shall be deemed to have gone through the various conditions and clauses of the tender and visited the site and satisfied itself with site conditions including sub-soil water conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of contractor will affect his price/ rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained.

13.0 The drawings with the tender documents are TENDER DRAWINGS and are indicative only.

14.0 TRANSFER OF BID DOCUMENTS

Transfer of bid documents purchased by one intending bidder to another is not permissible.

ACCEPTANCE LETTER

TO BE ENCLOSED IN ENVELOPE – 1 ALONGWITH EMD

NATIONAL BUILDINGS CONSTRUCTION CORPORATION LIMITED
(Address of submission as mentioned in “Notice Inviting Tender”)

Sir,

ACCEPTANCE OF TENDER CONDITIONS

1. The tender documents for the work as mentioned in “Memorandum to Form of Tender” have been sold to me/us by National Buildings Construction Corporation Limited and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
2. The contents of clause 1.2 and 1.3 of the Tender documents (Instructions to Tenderers) have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remark(s)/condition(s) (except unconditional rebate on price, if any) in the tender enclosed in “Envelope-2” and the same has been followed in the present case. In case this provision of the tender is found violated at any time after opening “Envelope-2”, I/We agree that the tender shall be summarily rejected and NBCC shall, without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.
3. The required earnest money for this work is enclosed herewith.

Yours faithfully,

(Signature of the tenderer)
With rubber stamp

Dated: _____

NATIONAL BUILDINGS CONSTRUCTION CORPORATION LIMITED
(A Govt. of India Enterprise)

FORM OF TENDER

To,

National Buildings Construction Corporation Limited.

(Address of submission as mentioned in "Notice Inviting Tender")

1. I/We hereby tender for execution of (Name of work as mentioned in "Memorandum to Form of Tender") as per tender documents within the time schedule of completion of work as per separately signed and accepted rates in the Bill of Quantities quoted by me/us for the whole work in accordance with the Notice Inviting Tenders, Conditions of Contract, Specifications of materials and workmanship, bill of Quantities, Drawings, time schedule of completion of jobs, and other documents and papers, all as detailed in tender documents.
2. It has been explained to me/us that the time stipulated for jobs and completion of works in all respects and in different stages mentioned in the "Time schedule for completion of jobs" and signed and accepted by me/us is the essence of the contract. I/We agree that in case of failure on my/our part to strictly observe the time of completion mentioned for jobs or any of them and the final completion of works in all respects according to the schedule set out in the said "Time Schedule for completion of jobs" and stipulations contained in the contract the recovery being made as specified therein. In exceptional circumstances extension of time which shall always be in writing may, however be granted by the NBCC at its entire discretion for some items, and I/We agree that such extension of time will not be counted for the final completion of work as stipulated in the said "Time schedule of completion of jobs."
3. I/We agree to pay the Earnest Money, Performance Guarantee, Security Deposit and accept the terms and conditions as laid down in the memorandum below in this respect.

MEMORANDUM

Sl. No	Description	Cl. No	Values/ Description to be applicable for relevant clause(s)
i)	Name of work		_____ _____
ii)	Client/ Owner		(NIT NO. : _____)
iii)	Type of Tender		_____
iv)	Earnest Money Deposit	NIT	Rs _____ (Rupees _____ only)
v)	Estimated Cost	NIT	Rs. _____ (Rupees _____ only).
vi)	Time for completion of work	NIT	Total work to be completed in _____ (_____) in accordance with the time schedule of completion of work in the tender documents.
vii)	Mobilization Advance	8.0	_____% (_____ Percent) of Contract Value.
viii)	Interest Rate on Mobilization Advance	8.0	Simple Interest Rate of ____% (_____ percent only) per annum.
ix)	Schedule of Rates applicable	69.0	Civil Works : _____ Sanitary Works : _____ Electrical Works : _____
x)	Validity of Tender	4.0	90 (Ninety) Days
xi)	Performance Guarantee	9.0	5.00% (Five Percent only) of contract value within 15 days after signing of agreement.
xii)	Security Deposit/ Retention Money	10.0	5.00% (Five percent only) of the contract amount, which shall be deducted in the manner set out in this contract.
xiii)	Time allowed for starting the work	43.0	The date of start of contract shall be reckoned 10 days after the date of issue of telegram/ letter/ telex/ FAX of intent of acceptance of tender.

- xiv) Defect Liability Period 74.0 12 (Twelve) Months from the date of taking over of works
- xv) Recovery rate of work force supplied by NBCC to Contractor 28.5 Rs. 12,500/- (Rupees Twelve Thousand Five Hundred only) for each man per month.
4. Should this tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay NBCC, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.
5. I/we hereby pay the earnest money of amount as mentioned in the "Memorandum to this Form of Tender" in favour of NBCC Limited payable at place as mentioned in the "NIT/ ITT".
6. If I/we fail to commence the work within 10 days of the date of issue of Letter of Intent and/or I/we fail to sign the agreement as per Clause 84 of General Conditions of Contract and/or I/we fail to submit performance guarantee as per Clause 09 of General conditions of contract, I/we agree that NBCC shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.
7. I/We are also enclosing herewith the Acceptance letter on the prescribed pro-forma as referred to in condition of NIT.

Dated the _____ day of _____

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS) : _____

ADDRESS _____

SEAL OF TENDERER

SIGNATURE OF WITNESS

NAME (CAPITAL LETTERS) : _____

OCCUPATION. _____

GENERAL CONDITIONS OF CONTRACT

1.0 GENERAL

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

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

1.2 National Buildings Construction Corporation Limited, hereinafter called 'NBCC' propose to get the works executed as mentioned in the Contract on behalf of Owner/ Client.

1.3 The work will be executed as per drawings "GOOD FOR CONSTRUCTION" to be released by NBCC unless otherwise specified elsewhere in the tender documents.

1.4 OTHER DEFINITIONS

- a) ENGINEER-IN-CHARGE means the Engineer designated by NBCC to act as Engineer-in-charge of the work.
- b) WORKS OR WORK The expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- c) CONTRACTOR The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- d) DRAWINGS mean the drawings referred to in the Bill of Quantities, specifications and any modifications of such drawings or such other drawings as may from time to time be furnished or approved by NBCC.
- e) SITE means the lands and other places on, under, in or through which the works are to be executed or carried out and any other lands or places provided by NBCC or used for the purpose of the agreement.
- f) APPROVAL means approved in writing including subsequent written confirmation of previous verbal approval.

- g) WRITING means any manuscript typed, written or printed statement under or over signature and/or seal as the case may be.
- h) MONTH means English Calendar month 'Day' means a Calendar day of 24 Hrs each.
- i) CONTRACT VALUE means the sum for which the tender is accepted as per the letter of intent.
- j) LANGUAGE All documents and correspondence in respect of this contract shall be in English Language.
- k) BILL OF QUANTITIES or SCHEDULE OF QUANTITIES means the priced and completed Bill of Quantities or Schedule of Quantities forming part of the tender.
- l) OWNER/ CLIENT means the Government, Organization, Ministry, Department, Society, Cooperative etc. who has awarded the work/ project to NBCC and/ or appointed NBCC as Implementing / Executing Agency/ Project Manager and/ or for whom NBCC is acting as an agent and on whose behalf NBCC is entering into the contract and getting the work executed.
- m) IMPLEMENTING/ EXECUTING AGENCY means NBCC
- n) TENDER means the Contractor's priced offer to NBCC for the execution and completion of the work and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Intent or Award letter. The word TENDER is synonymous with Bid and the word TENDER DOCUMENTS with "Bidding Documents" or "offer documents".
- o) The headings in the clauses/ conditions of tender documents is for convenience only and shall not be used for interpretation of the clause/ condition.
- p) Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.

2.0 SITE VISIT AND COLLECTING LOCAL INFORMATION

Before tendering, the tenderer is advised to visit the site, its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach roads to the site, availability of water & power supply, application of taxes, duties and levies as applicable, nature of ground, soil and sub-soil condition, underground water table level, accommodations they may require etc., river regime, river water levels, other details of river, streams & any other relevant information required by them to execute complete scope of work. The tenderer may obtain all necessary information as to risks, weather conditions, contingencies &

other circumstances (insurgencies etc.) which may influence or affect their tender prices. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by the NBCC at a later date.

2.1 ACCESS BY ROAD

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

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

2.2 HANDING OVER & CLEARING OF SITE

- 2.2.1 The Contractor should note that area for construction may be made available in phases as per availability and in conjunction with pace of actual progress of work at site. The work may be required to be carried out in constrained situations. The work is to be carried out in such a way that the traffic, people movement, if any, is kept operative and nothing extra shall be payable to the contractor due to this phasing / sequencing of the work. The contractor is required to arrange the resources to complete the entire project within total stipulated time. Traffic diversion, if required, is to be done and maintained as per specification by the contractor at his own cost and the contractor shall not be entitled for any extra payment, whatsoever, in this regard.
- 2.2.2 The efforts will be made by the NBCC to handover the site to the Contractor free of encumbrances. However, in case of any delay in handing over of the site to the Contractor, the NBCC shall only consider suitable extension of time for the execution of the work. It should be clearly understood that the NBCC shall not consider any revision in contract price or any other compensation whatsoever viz. towards idleness of Contractor's labour, equipment etc.
- 2.2.3 The Contractor shall be responsible for removal of all over-ground and under-ground structures (permanent, semi-permanent and temporary) and constructions from the site. The cost to be incurred in this regard shall be deemed to be included in the quoted rates of Bill of Quantities items and contractor shall not be entitled for any extra payment whatsoever, in this regard. Old structures on the proposed site, if required, shall be demolished by the contractor properly. The useful material obtained from demolition of structures & services shall be the property of the owner/NBCC and these materials shall be stacked in workmanship like at the place specified by the Engineer- in-charge.
- 2.2.4 If required, the contractor has to do site clearance, enabling work, barricading, diversion of Roads, shifting/ realignment of existing utility services, drains, nallahs etc. at his own cost as per direction

of Engineer-in-charge and the contractor shall not be entitled for any extra payment whatsoever in this regard.

- 2.2.5 Necessary arrangement including its maintenance are to be made by the contractor for temporary diversion of flow of existing drain and road, as the case may be. The existing drain, road would be demolished, wherever required, with the progress of work under the scope of proposed project. The existing Road and Drain which are not in the alignment of the said project but are affected and/ or need to demolished during execution for smooth progress of the project, shall be rehabilitated to its original status and condition (including black topping) by the contractor at his own. The cost to be incurred by contractor in these regards shall be deemed to be included in the quoted rates of the Bill of Quantities items and contractor shall not be entitled for any extra payment whatsoever, in these regards.
- 2.2.6 The Contractor shall be responsible to co-ordinate with service provider/ concerned authorities for cutting of trees, shifting of utilities and removal of encroachments etc. and making the site un-encumbered from the project construction area required for completion of work. This shall include initial and frequent follow up meetings/ actions/ discussions with each involved service provider/ concerned authorities. The contractor shall not be entitled for any additional compensation for delay in cutting of trees, shifting of utilities and removal of encroachments by the service provider/ concerned authorities.
- 2.2.7 The information about the public utilities (whether over ground or underground) like electrical/ telephone/ water supply lines, OFC Cables, open drain etc. is the responsibility of contractor to ascertain the utilities that are to be affected by the works through the site investigation and collection of information from the concerned utility owners.
- 2.2.8 The contractor shall be responsible to obtain necessary approval from the respective authorities for shifting/ re-alignment of existing public utilities. NBCC shall only assist the contractor for liaisoning in obtaining the approval from the concerned authorities.
- 2.2.9 Any services affected by the works must be temporarily supported by the contractor who must also take all measures reasonably required by the various bodies to protect their services and property during the progress of works. It shall be deemed to be the part of the contract and no extra payment shall be made to the contractor for the same. Shifting/ re-alignment of public utilities should be done without disturbing the existing one. New service lines should be laid and connected before dismantling the existing one.
- 2.2.10 Shifting/ re-alignment of existing public utilities shall be done by the contractor as per technical requirement of respective bodies or as per direction of Engineer-in-Charge. Shifting/ re-alignment of public utilities includes all materials, labours, tools and plants and any other expenses whatsoever for the same. The cost to be incurred in this regard shall be deemed to be included in his quoted rates of BOQ items and the contractor shall not be entitled for any extra payment, whatsoever, in this regard. In case any of these services are shifted by the State Govt/ local authorities themselves

for which deposit as per their estimates is to be made to them, the contractor shall deposit the same and the contractor shall be paid only at the rates quoted by them in BOQ for quantity specified in the BOQ, if such items are included in the BOQ irrespective of amount paid by him to the State Govt./ local authorities for execution of these works. In case such provision is not made in the BOQ or the quantity exceeds those specified in the BOQ, the same is deemed to be included in the rates quoted by him for other items in BOQ and nothing extra shall be payable to contractor on this account.

3.0 SCOPE OF WORK

3.01 The scope of work covered in this tender shall be as per the Bill of Quantities, specifications, drawings, instructions, orders issued to the contractor from time to time during the pendency of work. The drawings for this work, which may be referred for tendering, provide general idea only about the work to be performed under the scope of this contract. These may not be the final drawings and may not indicate the full range of the work under the scope of this contract. The work will be executed according to the drawings to be released as "GOOD FOR CONSTRUCTION" from time to time by the Engineer-in-charge of NBCC and according to any additions/ modifications/ alterations/ deletions made from time to time, as required by any other drawings that would be issued to the contractor progressively during execution of work. It shall be the responsibility of the contractor to incorporate the changes that may be in this scope of work, envisaged at the time of tendering and as actually required to be executed.

3.2 The quantities of various items as entered in the "BILL OF QUANTITIES" are indicative only and may vary depending upon the actual requirement. The contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items specified in the bill of quantities. The variation of quantities will be governed as per clause **No.69** of contract.

4.0 VALIDITY OF TENDER

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

5.0 ACCEPTANCE OF TENDER

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

6.0 SET OF CONTRACT DOCUMENTS:

The following documents will complete a set of tender document.

- A) VOLUME : I
 - a) General Condition of Contract
 - b) Instructions to tenderers
- B) VOLUME : II
 - a) Notice inviting tenders
 - b) Special Conditions of Contract.
 - c) Schedule of Rates/ Bills of quantities.
 - d) Technical specifications (General, Additional & Technical specifications)
 - e) Tender Drawings

7.0 EARNEST MONEY DEPOSIT

Earnest Money Deposit of amount as mentioned in “Memorandum to Form of Tender” required to be submitted along with the tender shall be in the form of Demand Draft payable at place as mentioned in “Notice Inviting Tenderer / Instructions to Tenderer” in favour of NBCC Limited or bank Guarantee from any Nationalized or approved Scheduled Banks as per Appendix-M in the enclosed format. The EMD shall be valid for minimum period of 150 days (One hundred fifty days) from last day of submission of tender.

- 7.1 EMD shall accompany the offer and placed in the sealed envelope cover of the offer as detailed in Instructions to Tenderer. Any tender not accompanied with the requisite Earnest Money Deposit alongwith Letter of Acceptance shall be rejected and such tenderer(s) will not be allowed to attend the opening of bids.
- 7.2 The EMD of all unsuccessful tenderers will be returned within thirty (30) days of the Award of the contract to successful bidder. EMD of successful tenderer shall be refunded after submission of Performance Bank Guarantee by him
- 7.3 Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s)/conditions(s)(except unconditional rebate on price, if any) in/ along-with the tender.
- 7.4 In case the conditions 7.3 mentioned above is found violated at any time after opening of tender, the tender shall be summarily rejected and NBCC shall, without prejudice to any other right or remedy, be at liberty to forfeit the full said Earnest Money absolutely.
- 7.5 No interest will be payable by the NBCC on the said amount covered under EMD/Other security

documents.

8.0 MOBILIZATION ADVANCE

8.1 Mobilization advance up to maximum of amount as mentioned in the "Memorandum to the Form of Tender" shall be paid to the contractor on submission of irrevocable Bank Guarantee of an amount 1.2 times of the mobilization advance to take care of advance and interest at prescribed rate from a nationalized bank or approved scheduled bank (refer Appendix-M) in the enclosed performa. The Mobilization advance shall be Interest bearing @ as mentioned in the "Memorandum to the Form of Tender".

This advance shall be paid in three installments as follows-

- i) First Installment of fifty percent of total mobilisation advance shall be paid after the agreement is signed and upon submission of performance guarantee.
- ii) 2nd installment of twenty five percent of total mobilisation advance will be paid after the setting up of site office and facilities to NBCC as per contract, completion of mobilization of plant and machinery, scaffolding & shuttering materials etc.
- iii) The Balance twenty five percent of total mobilisation advance shall be paid on completion of 10% of work in terms of cost and after the contractor has fully mobilized the work at site.

8.2 The mobilization advance bear simple interest at the rate as mentioned in the MEMORANDUM and shall be calculated from the date of payment to the date of recovery (365 days in a year) both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractor's bills commencing after first ten 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 upto the date of recovery of the installment.

The Mobilization Advance bank guarantee shall initially be made for the full amount and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest. However, the contractor can submit part bank guarantees against the mobilization advance in as many numbers as the proposed recovery installments equivalent to the amount of each installment.

8.3 Notwithstanding what is contained in clause No. 8.1 & 8.2, no mobilization advance whatsoever shall be payable, if payment of mobilization advance is not mentioned in the memorandum to the form of tender.

9.0 PERFORMANCE GUARANTEE

"Within 30 days (thirty) from the date of issue of letter of award or within such extended time as may be granted by NBCC in writing, the contractor shall submit to NBCC a performance bank guarantee in the form appended, from any Nationalized Bank or approved scheduled bank (refer Appendix-M)

equivalent to 5% (five per cent only) of the contract value for the due and proper execution of the Contract. No payment shall be released to the contractor till the performance guarantee is submitted. Performance guarantee shall be returned after successful completion / testing / commissioning and handing over the project to the client upto the satisfaction.

In case the contractor fails to submit the performance guarantee of the requisite amount within the stipulated period or extended period, letter of intent automatically will stand withdrawn and EMD of the contractor shall be forfeited.

9.1 WORKING CAPACITY

(A) In case bidder is a working contractor of NBCC at the time of submission of Tender, working capacity of the bidder shall be evaluated before opening of the Price Bid. The bidder should submit the details of balance work in hand with NBCC upto the preceding month of the submission of Bid in the Performa annexed as Appendix-N. In case working capacity of the bidder thus calculated is found to be less than the 'estimated cost' put to NIT, the price bid of the such bidder will not be opened.

The balance work-load shall also include the value of works awarded to the bidder but not yet started.

The working capacity of such bidders shall be calculated as follows:

Working Capacity = $3.3 \times$ (Average annual turnover of the party for last three years as per audited balance sheets) (-) Balance value of all projects with NBCC up to the preceding month of the submission along with bid as detailed in Appendix - N submitted along with bid.

In case at any stage, it is found that the information provided by the bidder is incorrect/false, the work/contract shall be terminated & all the dues shall be forfeited.

In no case, the working capacity of the bidder should be less than the estimated cost put to the NIT.

(B) The bidder shall submit an affidavit in the Performa annexed as Appendix-O) confirming genuineness of all the documents/information/experience certificate etc submitted along with the bid.

The bidder shall submit the details/information as asked for under this clause i.e. Appendix-N & Appendix-O in the Envelop-1 along with other details as mentioned in clause No. 1.0 "Mode of Submission" under the head INSTRUCTION TO TENDERER (ITT).

Following two new Profarmas as started in clause 9.1 (modified) has been inserted in the GCC-2009.

- | | | | | | |
|----|-------------------------------------|---|------------|---|----------|
| a) | Details of balance work in hand | - | Appendix-N | - | Enclosed |
| b) | Affidavit to be submitted by bidder | - | Appendix-O | - | Enclosed |

9.2 ABNORMALLY HIGH AND LOW RATED ITEMS

For item rate tenders if, the rates quoted by the lowest bidder for certain items of the Bill of Quantities of the Tender are found to be abnormally high or low in comparison to the Market Rate Analysis of the item

done by NBCC and/ or in comparison to NBCC's method of working out market rate justification for the items, the same shall be governed as under in order to avoid financial loss to NBCC in the event of default of contractor:

- (i) For Abnormally High Rated items (AHR), the progressive payment shall be 80% (Eighty percent) of the payment due to the contractor against execution of the AHR item. The balance withholds 20% (twenty percent) payment shall be released after 75% of total value of the original contract is complete in financial terms. This 20% withhold payment can be released to contractor on submission of an unconditional Bank Guarantee of equivalent amount in the proforma of NBCC. This Bank Guarantee shall be valid till completion or extended completion period. The withhold amount/ Bank Guarantee shall be revoked in case of failure of contractor to execute some or all Abnormally Low Rated (ALR) items required for completion of work. Further, deviation limit for AHR items shall be nil on plus side and 100% on minus side. The provision of deviation limit of clause 69.1 (vi) shall not apply to AHR items. In case of deviation of quantities given in schedule of quantities for AHR items on plus side, the same shall be governed by clause 69.2. The decision of Engineer-in-Charge of NBCC in this regard shall be final and binding on the Contractor.
- (ii) For Abnormally Low Rated (ALR) items the contractor shall submit Bank Guarantee of difference in total of amount of ALR item(s) and the total amount of corresponding items at Market Rates of NBCC. This Bank Guarantee shall be valid till completion of project. In exceptional circumstances, the amount of Bank Guarantees may be reduced or Bank Guarantee released earlier than completion period if, in view of Engineer-in-Charge, all ALR items as provided in the contract are executed as per terms of contract and/ or not required to be executed.

Not with standing what is contained in para 9.2 (i) & (ii) above, the provisions of para 9.2 (i) & (ii) shall not be applicable on tenders invited on percentage rate basis.

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

10.0 SECURITY DEPOSIT/ RETENTION MONEY

The Security deposit or the retention money shall be deducted from each running bill of the contractor @ 5% (five per cent only) of the gross value of the Running Account bill.

The security deposit or retention money shall be refunded to the contractor after expiry of defects liability period (referred to in Clause No.74) or on payment of the amount of the final bill whichever is later.

If the amount of Security Deposit deducted in cash is more than Rs.10.00 lakhs (Rupees Ten lakhs only) Rs.5 lakhs in case of contract value upto. Rs.3.00 crore, the excess amount can be replaced by the contractor by submission of Bank Guarantee of equivalent amount from a Nationalized Bank or approved Scheduled Bank in the prescribed proforma of NBCC.

11.0 MOBILIZATION OF MEN, MATERIALS AND MACHINERY:

- 11.1 All expenses towards mobilization at site and de-mobilization including bringing in equipment, work force, materials, dismantling the equipments, clearing the site etc. shall be deemed to be included in prices quoted and no separate payment on account of such expenses shall be entertained.
- 11.2 It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipments, scaffoldings and safety, gadget, lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all jobs as per the specifications and within the schedule time of completion of work. Further, contractor shall also be responsible for obtaining temporary electric and water connection for all purposes. The contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply.
- 11.3 It shall be the responsibility of the contractor to obtain the approval for any revision and/ or modification desired by him from NBCC before implementation. Also such revisions and/or modifications if accepted / approved by the NBCC shall be carried at no extra cost to NBCC.
- 11.4 The procurement and supply in sequence and at the appropriate time of all materials and consumable shall be entirely the contractor's responsibilities and his rates for execution of work shall be inclusive of supply of all these items.
- 11.5 It is mandatory for the contractor to provide safety equipments and gadgets to its all workers, supervisory and Technical staff engaged in the execution of the work while working. The minimum requirement (but not limited to) shall be gum boots, safety helmets, Rubber hand gloves, face masks, safety nets, belts, goggles etc. as per work requirements. Sufficient nos. of these equipments and gadgets shall also be provided to NBCC by the contractor at his own cost for use of NBCC Officials and/ or workforce while working/ supervision at site. No staff/ worker shall be allowed to enter the site without these equipments/ gadgets.
- The cost of the above equipments/ gadgets are deemed to be included in the rates quoted by the contractor for the items & works as per Bill of Quantities and contractor shall not be entitled for any extra cost in these regard. The above norm is to be strictly complied with at site. In case the contractor is found to be deficient in providing Safety Equipments/ Gadgets in the opinion of Engineer-in-charge, the Engineer-in-charge at his option can procure the same at the risk & cost of contractor and provide the same for the use of worksite and shall make the recoveries from the bills of the contractor for the same. The decision of the Engineer-in-charge shall be final and binding on contractor in this regard.
- 11.6 All designs, drawings, bill of quantities, etc., except Bar Bending Schedule, Shop & Fabrication drawings, for all works shall be supplied to the contractor for all buildings services and development works by NBCC in phased manner as the works progress. However it shall be the duty and responsibility of the contractor to bring to the notice of the NBCC in writing as to any variation, discrepancy or any other changes required and to obtain revised drawings and designs and / or approval of the NBCC in writing for the same.

- 11.7 One copy of contract documents including drawings furnished to the contractor shall be kept at the site and the same shall at all reasonable times be available for inspection.
- 11.8 All materials, construction plants and equipments etc. once brought by the contractor within the project area, will not be allowed to be removed from the premises without the written permission of the NBCC. Similarly all enabling works built by the contractor for the main construction undertaken by him, shall not be dismantled and removed without the written authority of the NBCC.
- 11.9 Contractor shall have to prepare the Bar Bending Schedule, shop and fabrication drawings free of cost, if required for any of the items of work. Five copies of these drawings each including for revision will be submitted to NBCC for approval. Before executing the item, shop drawings should be approved by NBCC.
- 11.10 NBCC shall supply Work Force in the various categories to assist the contractor in execution of the works on recoverable basis as per provision mentioned elsewhere in the contract
- 12.0 INCOME TAX DEDUCTION
Income tax deductions shall be made from all payments made to the contractor including advances against work done, as per the rules and regulations in force, in accordance with the Income Tax act prevailing from time to time.
- 13.0 TAXES AND DUTIES
- 13.1 The contractor shall be responsible for the payment, wherever payable, at his own cost of all taxes, such as excise duty, custom duty, sales tax, Value Added Tax including the purchase tax, consignment tax, work contract tax, service tax or any other similar tax in the state concerned, turnover tax, toll tax, octroi charges, royalty, labour cess, levy and other tax(es) or duty(ies) which may be specified by local / state/ central government from time to time on all material articles which may be used for this work. The rates quoted by him in the tender in bill of quantities shall be inclusive of all taxes, duties etc.
- The imposition of any new and / or increase in the aforesaid taxes, duties levies (including fresh imposition of any other Tax) during the currency of the contract shall be borne by contractor. In the event of non-payment / default in payment of any of the above taxes, NBCC reserves the right o with-hold the dues / payments of contractor and make payment to local/state/Central Government authorities or to labourers as may be applicable.
- 13.2 The rate quoted by the contractor shall be deemed to be inclusive of all taxes as given in para 13.1. Tax deductions at source shall be made as per laws prevalent in the State.

- 13.3 The stamp duty and registration charges, if any, on the contract agreement levied by the Government or any other statutory body, shall be paid by the contractor.
- 13.4 It will be incumbent upon the Contractor to obtain a registration certificate as a dealer under the Local Sales Tax Act / VAT and the Central Sales Tax Act and necessary evidence to this effect shall be furnished by the Contractor to NBCC. Sales Tax / VAT on the transactions between the contractor and his sub-contractor / Vendors etc. shall not be reimbursed by NBCC.
- 13.5 The bidder shall quote his rates inclusive of Turnover Tax / Sales Tax on Works Contract / VAT payable to State Govt. along-with other taxes, duties, levies etc. in conjunction with other terms and conditions. In case, the Turnover Tax/ Sales Tax on Works contract on execution of works is waived off by the State Govt. at later stage for this project, the equivalent amount from the date of waiver of such tax (as per prevailing rate as on the date of waiver of Turnover Tax/ Sales Tax on Works Contract/ VAT) shall be deducted from the amount payable to the contractor from subsequent RA bills.

13.6 VALUE ADDED TAX (VAT)

The contractor shall comply with all the provisions of VAT in the respective state. The contractor shall declare under which scheme (composite or detailed assessment scheme) is registered in the state. Where the contractor is not registered in the state, he has to get himself registered in the scheme in which NBCC is registered. The contractor shall submit the invoice / bill showing the amount of VAT charged separately in the bill.

SERVICE TAX

The bidder shall quote his rates inclusive of Service Tax along with other taxes, duties, levies etc.

The contractor must have registration No. with Service Tax Authorities and will provide copy of Registration to NBCC before release of any payment by the Corporation. The contractor will submit regular Invoice / Bill fulfilling all conditions of Service Tax Rule 4A, 1994 amended from time to time and shall produce proof of deposit of Service Tax to the Corporation as and when demanded.

The contractor shall submit Tax Invoice / Bill for the Work / Supply as under :-

1.	Value of work executed	X
2.	Add : Service Tax @	Y
	<u>Total</u>	<u>X + Y</u>

LABOUR CESS

The rates of the contractor shall be inclusive of labour cess @ 1% and necessary recovery of Labour Cess shall be made from each RA bill by the Corporation to be deposited with the Labour Board of the concerned state. In case the Labour Board is not established in the state, recovery made by NBCC on account of labour cess shall be retained under suspense and will be deposited with the Labour Board at later date as & when the Labour Board is established in the state.

14.0 ROYALTY ON MATERIALS:

The contractor shall deposit royalty and obtain necessary permit for supply of bajri, stone, kankar, sand etc. from the local authorities and quoted rates shall be inclusive of royalty.

15.0 RATES TO BE FIRM

- 15.1 The rates quoted by the tenderer shall be firm and fixed for the entire period of completion and till handing over of the work. No revision to rates or any escalation shall be allowed on account of any increase in prices of materials, labour, POL and Overheads etc or any other statutory increase during the entire contract period or extended contract period.

- 15.2 The contractor shall be deemed to have inspected the site, its surrounding and acquainted itself with the nature of the ground, accessibility of the site and full extent and nature of all operations necessary for the full and proper execution of the contract, space for storage of materials, constructional plant, temporary works, restrictions on the plying of heavy vehicles in area, supply and use of labour, materials, plant, equipment and laws, rules and regulations, if any, imposed by the local authorities.
- 15.3 The rates and prices to be tendered in the bill of quantities are for completed and finished items of works and complete in all respects. It will be deemed to include all constructional plant, labour, supervision, materials, transport, all temporary works, erection, maintenance, contractor's profit and establishment/overheads, together with preparation of designs & drawings pertaining to casting yard, shop drawing, fabrication drawing (if required), staging form work, stacking yard, etc. all general risk, taxes, royalty, duties, cess, octroi and other levies, insurance liabilities and obligations set out or implied in the tender documents and contract.
- 15.4 Unless otherwise specified in the Bill of Quantities (BOQ), the contractor has to make his own arrangement for dewatering/ bailing out of water, effluent including strutting, shoring etc at every stages of work wherever required (including Tunnel work) including working under foul condition as per direction of Engineer-in-Charge at his own cost and the contractor shall not be entitled for any extra payment, whatsoever, in this regard.
- 15.5 If required to make work site suitable for execution, contractor shall have to clear jungle including of rank vegetation, grass, trees etc., clear & clean existing drains/ canals (including strutting, shoring and packing cavities) and dispose them out of the site up-to any lead and lift as per direction of Engineer-in-charge. The contractor should inspect the site of work from this point of view. Unless otherwise specified in the Bill of Quantities, the cost to be incurred in this regard shall be deemed to be included in his quoted rates of BOQ items and the contractor shall not be entitled for any extra payment in this regard.
- 15.6 If any temporary/ permanent structure is encountered or safety of such structure in the vicinity is endangered due to execution of the project, the contractor has to protect the structures by any means as per direction of Engineer - in – Charge. If any damage caused to any temporary or permanent structure(s) in the vicinity is caused due to execution of the project, the contractor has to make good the same by any means as per direction of Engineer - in – Charge. The contractor should inspect the site of work from this point of view. The cost to be incurred in this regard shall be deemed to be included in his quoted rates of BOQ items and the contractor shall not be entitled for any extra payment in this regard.

16.0 ESCALATION/ PRICE VARIATION

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

OR

Payment due to increase / decrease in prices / wages after receipt of tender for works (time period more than 18 months).

If the prices of materials (not being materials supplied or services rendered at fixed prices by the department 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 shall be available only for the work done during the stipulated period of the contract. No escalation shall be paid for work executed in extended contract period even if extension of time is granted without any action under clause No.72.4.3 and also no such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in MEMORANDUM. 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 upto this quarter (A)
 - b. Gross value of work done upto the last quarter : (B)
 - c. Gross value of work done since previous quarter (A-B) : (C)
 - d. Full assessed value of Secured Advance fresh paid in this quarter (D)
 - e. Full assessed value of Secured Advance recovered in this quarter : (E)
 - f. Full assessed value of Secured Advance for which escalation is payable in this quarter (D-E) : (F)
 - g. Advance payment made during this quarter (G)
 - h. Advance payment recovered during this quarter : (H)
 - i. Advance payment for which escalation is payable in this quarter (G-H) (I)
 - j. Extra items paid as per Clause 69 based on prevailing market rates during this quarter (J)

Then, $M = C \pm F \pm I - J,$
 $N = 0.85M$

 - k. Less cost of material supplied by the department and recovered during the quarter (K)
 - l. Less cost of services rendered at fixed charges and recovered during the quarter : (L)

Cost of work for which escalation is applicable : $W = N - (K+L)$
- iii. Components of cement, steel materials, labour, P.O.L. etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Annexure. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.
- iv) The compensation for escalation for cement, steel, materials and POL shall be worked as per the formula given below :-

(a) Adjustment for component of 'Cement'

$$V_c = W \times \frac{X_c}{100} \times \frac{CI - CI_0}{CI_0}$$

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

W = Cost of work done worked out as indicated in sub-para (ii) of Clause 16.1.

X_c = Component of cement expressed as percent of total value of work.

CI = All India Wholesale Price Index for cement for the period under consideration as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce.

CI_0 = All India Wholesale Price Index for cement as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.

(b) Adjustment for component of 'Steel'

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

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

W = Cost of Work done worked out as indicated in sub-para (ii) of Clause 16.1.

X_s = Component of steel expressed in per cent to the total value of work.

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

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

ii) for the month in which half of the stipulated contract period is over whichever of these two is earlier.

SI_0 = All India Wholesale Price Index for steel (bar & rods) published by the economic Advisor to Govt. of India, Ministry of Industry & commerce as valid on the last stipulated date of receipt of tender including extension, if any.

(c) Adjustment for civil component (except cement and steel) / electrical component of construction 'Materials'

$$V_m = W \times \frac{X_m}{100} \times \frac{MI - MI_0}{MI_0}$$

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

W = Cost of Work done worked out as indicated in sub-para (ii) of Clause 16.1.

X_m = Component of 'materials' expressed as percent of the total value of work.

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

MI_0 = All India Wholesale Price Index for civil component / electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual commodities / Group Items valid on the last stipulated date of receipt of tender including extensions, if any, as published by the economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weight ages to the Individual Commodities / Group Items.

* Note : relevant component only will be applicable.

(d) Adjustment for component of 'POL'

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

Vf = Variation in cost of Fuel, Oil & Lubricant i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Cost of Work done worked out as indicated in sub-para (ii) of Clause 16.1.

Z = Component of Fuel, Oil & Lubricant expressed as per cent of the total value of work.

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

FI_0 = All India Wholesale Price Index for fuel, Oil & Lubricant valid on the last stipulated date of receipt of tender including extension, if any.

- v) The following principles shall be followed while working out the indices mentioned in para (iv) above.
- a) The compensation for escalation shall be worked out at quarterly interval and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.
- b) The index (MI/FI etc.) relevant to any quarter / period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than three months, the index MI and FI shall be the average of the indices for the months falling within that period.
- vi) The compensation for escalation for labour shall be worked out as per the formula given below

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

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

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

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

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

LI : Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the 1st date of the quarter previous to the one under consideration.

- vii) The following principles will be followed while working out the compensation as per sub-para (vi) above.
- a. The minimum wage of an unskilled male mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.
 - b. The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials and / or POL 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 therein before stated under this Clause 10CC shall mutatis mutandis apply, provided that :
- a) no such adjustment for the decrease in the price of materials and / or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'F'.
 - b) the Engineer-in-Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in their behalf shall be final and binding on the contractor.

17.0 INSURANCE OF WORKS ETC.

Contractor is required to take contractor's all risk policy or erection all risk policy (as the case may be) from an approved insurance company in the joint name with NBCC and bear all costs towards the same for the full period of execution of works including the defect liability period for the full amount of contract against all loss of damage from whatever cause arising other than excepted risks for which he is responsible under the terms of the contract and in such manner that the NBCC and the contractor are covered during the period of construction of works and/or also covered during the period of defect liability for loss or damage:

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

Whenever required by NBCC, the contractor shall produce the policy or the policies of insurance and the receipts for payment of the current premiums.

18.0 INSURANCE UNDER WORKMEN COMPENSATION ACT

Contractor is required to take insurance cover under the Workman Compensation Act, 1923 amended from time to time from an approved insurance company and pay premium charges thereof. Wherever required by NBCC the contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

19.0 THIRD PARTY INSURANCE

Contractor is required to take third party insurance cover for an amount of 5% (five percent) of contract value from an approved insurance company for insurance against any damage, injury or loss which may occur to any person or property including that of NBCC, arising out of the execution of the works or temporary works. Wherever required by NBCC the contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

In case of failure of the contractor to obtain **contractors all risk policy**, insurance under workman compensation act and third party insurance as described above within one month from the date of commencement of work, running account payments of the contractor shall be withheld till such time the aforesaid insurance covers are obtained by the contractor.

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

20.0 INDEMNITY AGAINST PATENT RIGHTS

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

21.0 LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR

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

21.1 No labour below the age of 18 years shall be employed on the work.

22.0 LABOUR SAFETY PROVISION

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

23.0 OBSERVANCE OF LABOUR LAWS

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

23.2 The Contractor shall submit proof of having valid EPF registration certificate. In absence of the said certificate payment to the extent of 4.70% (four point seventy percent) of the value of the Running Account bill may be withheld by NBCC and shall be released only after the production of the EPF registration certificate from the concerned authorities. If it is incumbent upon NBCC to deposit withhold amount with EPF authorities, the withhold amount shall be deposited by NBCC with EPF authorities. In such a case NBCC shall not refund this withheld amount to the contractor even after the production of EPF registration certificate.

23.3 The contractor shall be liable to pay cess levied under the Building and other Construction Workers Welfare Cess Act, 1996, at such rates as may be notified by the Government from time to time. The NBCC shall deduct at source from every Running Account Bill of the Contractor, the said cess, at

such rates for the time being prevailing, which shall not exceed 2% (two percent) but not be less than 1% (one percent) of the cost of construction incurred by the NBCC.

24.0 LAW GOVERNING THE CONTRACT

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

25.0 LAWS, BY LAWS RELATING TO THE WORK

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

26.0 EMPLOYMENT OF PERSONNEL

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

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

27.0 TECHNICAL STAFF FOR WORK

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

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

Even after approving the site organizational chart, the Engineer-in-Charge due to nature and exigency of work can direct the contractor to depute such additional staff as in view of Engineer-in-Charge

is necessary and having qualification and experience as approved by the Engineer-in-Charge. The removal of such additional staff from the site shall only be with the prior written approval of Engineer-in-Charge. The contractor shall not be paid anything extra whatsoever on account of deployment of additional staff and decision of the Engineer-in-Charge shall be final and binding on the contractor.

- 27.3 In case the contractor fails to employ the staff as aforesaid he shall be liable to pay a reasonable amount not exceeding a sum of Rs. 25,000 (Rupees Twenty Five Thousand only) for each month of default in the case of each person. The decision of the Engineer-in-charge as to number of Technical Staff to be adequate for the project and the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor as to the amount and the contractor's liability to pay the said amount.

28.0 LAND FOR LABOUR HUTS/SITE OFFICE AND STORAGE ACCOMMODATION

- 28.1 The contractor shall arrange the land for temporary office, storage accommodation and labour huts at his own cost and get the clearance of local authorities for setting up of labour camp and same is deemed to be included in the rates quoted by the contractor for the works. The contractor shall ensure that the area of labour huts is kept clean and sanitary conditions are maintained as laid down by the local authorities controlling the area. The labour huts shall be so placed that it does not hinder the progress of work or access to the worksite. The vacant possession of the land used, for the purpose shall be given back by contractor after completion of the work.

The security deposit of the contractor shall be released only after contractor demolishes all structures including foundations and gives back clear vacant possession of this land.

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

28.3 FURNISHED OFFICE ACCOMMODATION & MOBILITY AND COMMUNICATION TO BE PROVIDED BY CONTRACTOR TO NBCC

On acceptance of tender, the contractor at his own cost will construct a suitable furnished office at site equipped with basic facilities such as telephone(s), fax, internet, photocopier, computer(s) and printer(s) along with operator(s), regular electric & drinking water supply and staff carrying vehicles for the supervisory staff etc. as per the requirement of the project. The contractor shall Provide consumable as required and maintain the aforesaid facilities intact / operational during the tenancy of the contract or maximum up to 6 months beyond the contractual completion date if the work is delayed due to any reasons excluding the defect liability period.

The contractor shall also make sufficient arrangement for photography / videography so that photographs video can be taken of any specific activity at any point of time. The contractor shall also provide software like MS Project etc. for the purpose of preparing progress report etc.

28.4 The contractor shall make all arrangements for ground breaking ceremony/ inaugural function etc for the project as required and the cost towards it deemed to be included in his rates/offer. Any expenditure already incurred/to be incurred by NBCC, shall be recovered from the contractor.

28.5 UTILISATION OF WORK FORCE OF NBCC BY THE CONTRACTOR

NBCC shall provide skilled / semi-skilled workmen like work supervisors, masons, wireman, plumber etc. or any other category to assist the contractor in execution of the works at the fixed recovery rate of Rs.12,500/- per month for each number of workforce (Rupees **Twelve** thousand five hundred only per month) or any higher rate mentioned in the “Memorandum to the Form of Tender” against each work force upto the completion period as stipulated in the contract.

Recoveries as stated above will be made by NBCC from the monthly running account bills. The contractor shall deploy such work force on the execution of the works as per their trades.

Further, the monthly rate per person is for the purpose of recovery only and in no way shall be construed to be the rate applicable for working out analysis, justification of rates, extra items, claims etc

S.No.	Value of the project as per agreement (Rs. in crores)	Number of work force of various categories
1.	From Rs.1 crore to Rs.3 crore	1
2.	Above Rs.3 crore to 5 crore	3
3.	Above Rs.5 crore to 7 crore	4
4.	Above Rs.7 crore to 10 crore	6
5.	Above Rs.10 crore to 15 crore	8
6.	Above Rs.15 crore to 20 crore	10
7.	Above Rs.20 crore to 30 crore	12
8.	Above Rs.30 crore to 50 crore	15
9.	Above Rs.50 crore to 75 crore	20
10.	Above Rs,75 crore up to any value.	25

28.6 “PROVIDING PLANTATION OF TREES AT PROJECT SITE AND MAINTENANCE OF THE SAME UPTO DEFECT LIABILITIES PERIOD”:

The Contractor at his own cost shall plant Trees including Ornamental of height not less than 08 ft pf different varieties as per decision of Engineer in charge with in 03 months form the date of start of the Project. The contractor shall maintain th same in healthy condition up to defect liability period. Numbers of trees/plants are given below,

S.No.	Value of the project as per agreement (Rs. in crores)	Number of Trees/Plant of various categories
1.	Upto Rs. 10 Crore	40
2.	Above Rs. 10 crore to 30 crore	60
3.	Above Rs. 30 crore to 100 crore	100
4.	Above Rs. 100 crore to 300 crore	200
5.	Above Rs. 300 crore to any value	250

Note: Incase of change in layout/fouling with facilities/structure, the same may be replanted & their survival/growth shall be ensured by the Contractor.

29.0 WATCHING AND LIGHTING

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

30.0 HEALTH & SANITARY ARRANGEMENTS

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

31.0 WORKMEN'S COMPENSATION ACT

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

32.0 MINIMUM WAGES ACT

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

33.0 LABOUR RECORDS

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

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

34.0 RELEASE OF SECURITY DEPOSIT AFTER LABOUR CLEARANCE

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete, the contractor shall apply for

the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security deposit will be released if otherwise due.

35.0 SECURED ADVANCE AGAINST NON-PERISHABLE MATERIALS

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

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

36.0 MEASUREMENTS OF WORKS

Unless otherwise mentioned in the Bill of Quantities, the measurements of works shall be done as per CPWD specifications (as specified in the Technical Specifications of the tender) and if the same is not given in the CPWD specifications, the same shall be measured as per latest relevant BIS Codes in force.

37.0 PAYMENTS

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

bill by the Engineer-in-Charge.

37.2 All running payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and / or accepted by NBCC and shall not preclude the recovery for bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the Contract, or any part thereof, in this respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the NBCC under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise, or in any other way vary/ affect the contract. The final bill shall be submitted by the contractor within three months of the completion of work, otherwise NBCC's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on contractor Each Running Bills should be accompanied by two sets of at-least 20 (twenty) photographs as per direction of Engineer-in-charge taken from various points depicting status of work as on Report/ Bill date along with Monthly Progress Report for the concerned month in the pro-forma to be given/ approved by Engineer-in-Charge. Intermittent progress Photographs as and when required shall also be provided by the Contractor at his own cost as per direction of Engineer-in-Charge. No payment of running account bill shall be released unless it is accompanied by progress photographs and Monthly Progress Report as above.

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

37.4 All payments shall be released by way of e-transfer through RTGS in India directly at their Bank account by the Corporation.

38.0 WORK ON SUNDAYS, HOLIDAYS AND DURING NIGHT

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

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

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

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

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

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

41.0 DIRECTION FOR WORKS

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

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

42.0 ORDER OF PRECEDENCE OF DOCUMENTS

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

- i) Fax, Telegram or Letter of Intent, detailed letter of Work Order along with statement of agreed variations and its enclosures.
- ii) Bill of Quantity / Schedule of Quantities
- iii) Special Condition of Contract.

- iv) Technical specifications (General, Additional and Technical Specification) as give in Tender documents.
- v) General Conditions of Contract.
- vi) Drawings
- vii) CPWD/ MOST specifications (as specified in Technical Specification of the Tender) update with correction slips issued upto last date of receipt of tenders.
- viii) Relevant B.I.S. Codes.

43.0 TIME SCHEDULE & PROGRESS

- 43.1 Time allowed for carrying out all the works as entered in the tender shall be as mentioned in the "Memorandum to the Form of Tender" which shall be reckoned from the 10th day from the date on which the letter/ telegram of Intent is issued to the Contractor. Time shall be the essence of the contract and contractor shall ensure the completion of the entire work within the stipulated time of completion.
- 43.2 The contractor shall also furnish within 10 days of date of letter/ telegram of Intent a CPM network/ PERT chart/ Bar Chart for completion of work within stipulated time. This will be duly got approved from NBCC. This approved Network/ PERT Chart shall form a part of the agreement. Achievement of milestones as well as total completion has to be within the time period allowed.
- 43.3 Contractor shall mobilize and employ sufficient resources for completion of all the works as indicated in the agreed BAR CHART/Network. No additional payment will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by the Engineer-in-Charge.
- 43.4 During the currency of the work the contractor is expected to adhere to the time schedule on miles stone and total completion and this adherence will be a part of Contractor's performance under the contract. During the execution of the work contractor is expected to participate in the review and updating of the Network/ BAR CHART undertaken by the NBCC. These reviews may be undertaken at the discretion of NBCC either as a periodical appraisal measure or when the quantum of work order on the contractor is substantially changed through deviation orders or amendments. The review shall be held at site or any of the offices of NBCC/ owner / consultant at the sole discretion of NBCC. The contractor will adhere to the revised schedule thereafter. The approval to the revised schedule resulting in a completion date beyond the stipulated date of completion shall not automatically amount to a grant of extension of time to the contractor.
- 43.5 Contractor shall submit fortnightly/ Monthly (as directed by Engineer-in-Charge) progress reports (5 copies) on a computer based program (program and software to be approved by Engineer-in-Charge) highlighting status of various activities and physical completion of work.

43.6 The contractor shall send completion report with as built drawings and maintenance schedule to the office of Engineer-in-Charge, of NBCC in writing within a period of 30 days of completion of work.

44.0 WATER AND ELECTRICITY

The contractor shall make his own arrangement for Water & Electrical power for construction and other purposes at his own cost and pay requisite electricity and water charges. The contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply.

45.0 MATERIALS TO BE PROVIDED BY THE CONTRACTOR

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

The contractor shall at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used on the work and shall get the same approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply.

The contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance and cost in obtaining the right and visit to such access.

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

45.1 CEMENT AND CEMENT GODOWN

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

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

45.2 STEEL & STEEL STOCKYARD

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

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

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

46.0 SCHEDULE OF QUANTITIES / BILL OF QUANTITIES

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

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

47.0 ANTI-TERMITE TREATMENT & WATER PROOF TREATMENT

47.1 Pre-construction treatment shall be carried out in co-ordination with the building work and shall be executed in such a manner that the civil works are not hampered or delayed by the anti-termite treatment. The treatment shall be carried out as detailed in BIS:6313 (Part-II) latest revision. The

water proof treatment shall be of type and specifications as given in the schedule of quantities.

- 47.2 The treatment against water-proofing of basement, roofs, water retaining areas and termite infestation shall be and remain fully effective for a period of not less than 10(Ten) years to be reckoned from the date of expiring of the Defect Liability period, prescribed in the contract. At any time during the said guarantee period if NBCC 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 NBCC may get the same done by another agency at the Contractor's cost and risk and the decision of the Engineer-in-Charge of NBCC for the cost payable by the contractor shall be final and binding upon him.
- 47.3 Re-treatment if required shall be attended to and carried out by the Contractor within seven days of the notice from Engineer-in-Charge of NBCC.
- 47.4 The NBCC reserves the right to get the quality of treatment checked in accordance with recognized test methods and in case it is found that the chemicals with the required concentration and rate of application have not been applied, or the water proof treatment is not done as per specifications, the contractor will be required to do the re-treatment in accordance with the required concentration & specifications at no extra cost failing which no payment for such work will be made. The extent of work thus rejected shall be determined by NBCC.
- 47.5 Water proofing and anti-termite treatment shall be got done through approved / specialized agencies only with prior approval of Engineer-in-Charge.
- 47.5a The contractor shall make such arrangement as may be necessary to safe guard the workers and residents of the building against any poisonous effect of the chemicals used during the execution of the work.
- 47.6 During the execution of work, if any damage shall occur to the treatment already done, either due to rain or any other circumstances, the same shall be rectified and made good to the entire satisfaction of Engineer-In-Charge by the contractor at his costs and risks.
- 47.7 The contractor shall make his own arrangement for all equipments required for the execution of the job.
- 47.8 The contractor whose tender is accepted shall execute guarantee Bond in the prescribed form as appended for guaranteeing the anti-termite treatment and water proof treatment.

48.0 INDIAN STANDARDS

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

of receipt of tender documents.

49.0 CENTERING & SHUTTERING

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

50.0 PROPRIETARY MATERIALS

50.1 The following proprietary materials shall be brought to site after the approval of NBCC.

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

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

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

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

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

on record.

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

51.0 RECORDS OF CONSUMPTION OF CEMENT & STEEL

- 51.1 For the purpose of keeping a record of cement and steel received at site and consumed in works, the contractor shall maintain a properly bound register in the form approved by the NBCC, showing columns like quantity received and used in work and balance in hand etc. This register shall be signed daily by the contractor's representative and NBCC's representative.

- 51.2 The register of cement & steel shall be kept at site in the safe custody of NBCC's Engineer during progress of the work. This provision will not, however, absolve the contractor from the quality of the final product.

- 51.3 In case cement or steel quantity consumed is lesser as compared to the theoretical requirement of the same as per MOST/CPWD (as the case may be) specifications/ norms, the work will be devalued and/ or a penal rate (i.e. double the rate at which cement/ steel purchased last) recovery for lesser consumption of cement/ steel shall be made in the item rates of the work done subject to the condition that the tests results fall within the acceptable criteria as per MOST/CPWD (as the case may be) specifications otherwise the work shall have to be dismantled and redone by the contractor at no extra cost.

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

52.0 MATERIALS AND SAMPLES

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

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

In case no make or brand of any materials, articles, fittings and accessories etc. is specified, the same shall comply with the relevant Indian Standard Specifications and shall bear the ISI/BIS

mark. The Engineer of NBCC and the owner shall have the discretion to check quality of materials and equipments to be incorporated in the work, at source of supply or site of work and even after incorporation in the work. They shall also have the discretion to check the workmanship of various items of work to be executed in this work. The contractor shall provide the necessary facilities and assistance for this purpose.

- 52.2 The above provisions shall not absolve the contractor from the quality of final product and in getting the material and workmanship quality checked and approved from the Engineer-in-Charge of NBCC.
- 52.3 The contractor shall well in advance, produce samples of all materials, articles, fittings, accessories etc. that he proposes to use and get them approved in writing by NBCC. The materials articles etc. as approved shall be labeled as such and shall be signed by NBCC and the Contractor's representative.
- 52.4 The approved samples shall be kept in the custody of the Engineer-in-Charge of NBCC till completion of the work. Thereafter the samples except those destroyed during testing shall be returned to the contractor. No payment will be made to the contractor for the samples or samples destroyed in testing.
- 52.5 The brands of all materials, articles fittings etc. approved together with the names of the manufacturers and firms from which supplies have been arranged shall be recorded in the site order book.
- 52.6 The contractor shall set up and maintain at his cost, a field testing laboratory for all day to day tests at his own cost to the satisfaction of the Engineer-in-Charge. This field testing laboratory shall be provided with equipment and facilities to carry out all mandatory field tests as per MOST/CPWD (as the case may be) specifications. The laboratory building shall be constructed and installed with the appropriate facilities, Temperature and humidity controls shall be available wherever necessary during testing of samples.

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

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

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

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

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

53.0 TESTS AND INSPECTION

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

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

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

53.2 WORKS TO BE OPEN TO INSPECTION

All works executed or under the course of execution in pursuance of this contract shall at all times be open to inspection and supervision of the NBCC. The work during its progress or after its completion may also be inspected, by Chief Technical Examiner of Government of India (CTE) and/ or an inspecting authority of State Government of State in which work is executed and/or by third party checks by owner/ clients. The compliance of observations/ improvements as suggested by the inspecting officers of NBCC/CTE/ State authorities/ Owners shall be obligatory on the part of the Contractor at the cost of contractor.

54.0 BORROW AREAS

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

55.0 BITUMEN WORK

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

in writing.

56.0 CARE OF WORKS

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

57.0 WORK IN MONSOON AND DEWATERING

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

58.0 FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK.

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

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

59.0 RESTRICTION ON SUBLETTING

59.1 The contractor shall not sublet or assign the whole or part of the works except where otherwise provided, by the contract and even then only with the prior written consent of the NBCC and such

consent if given shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults or neglects of any sub-contractor, his agents, servants or workman as full as if they were the acts, defaults or neglects of the contractor, his agent, servants or workman provided always that the provision of labour on piece work basis shall not be deemed to be a subletting under this clause.

59.2 The contractor may entrust specialist items of works to the agencies specialized in the specific trade. The contractor shall give the names and details of such firm whom it is going to employ for approval of NBCC. These details shall include the expertise, financial status, technical manpower, equipment, resources and list of works executed and on hand of the specialist agency.

60.0 PROHIBITION OF UNAUTHORISED CONSTRUCTION & OCCUPATION

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

61.0 CO-ORDINATION WITH OTHER AGENCIES

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

62.0 SETTING OUT OF THE WORKS

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

63.0 NOTICE BEFORE COVERING UP THE WORK

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

64.0 SITE CLEARANCE

64.1 The contractor shall ensure that the working site is kept clean and free of obstructions for easy

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

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

65.0 VALUABLE ARTICLES FOUND AT SITE

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

66.0 MATERIALS OBTAINED FROM DISMANTLEMENT TO BE OWNER'S PROPERTY

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

67.0 SET-OFF OF CONTRACTOR'S LIABILITIES

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

68.0 MATERIALS PROCURED WITH THE ASSISTANCE OF NBCC

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

69.0 ALTERATION IN SPECIFICATION, DESIGN & DRAWING

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

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

the Form of Tender" will be considered in place of Civil/ Sanitary works Schedule of rates as mentioned in "Memorandum to the Form of Tender".

- iv) DELETED
- v) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iv) above, then the contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer-in-Charge shall determine the rate or rates on the basis of prevailing market rates of the material, Labour, T&P etc. plus 10% (Ten percent) to cover the contractors supervision, overheads and profit and pay the contractor accordingly. The opinion of the Engineer-in-Charge as to the current market rates of materials and quantum of labour involved per unit of measurements will be final and binding on the contractor.

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

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

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

- a) For buildings, compound walls, plinth level or 1.2 metres above ground level whichever is lower excluding items of flooring and D.P.C. but including base concrete below the floors.

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

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

The rate of any such work except the items relating to foundations which is in excess of the deviation limit and deviation in quantities of AHR items on plus side as continued in Clause 9.2(i) shall be determined in accordance with the provisions contained in Clause 69.2.

69.2 In the case of contract or substituted items or additional items which result in exceeding the limits laid down in sub-clause (vi) of Clause 69.1. except the items relating to foundation work, which the contractor is required to do under Clause 69.1 above and deviation in quantities of AHR items on plus side as contained in clause 9.2 (i), the contractor shall within 7 days from the receipt of order, claim revision of the rate supported by proper analysis in respect of such items for quantities in excess of the above limit, notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub clause (ii) of Clause 69.1 and the Engineer-in-Charge may revise their rates, having regard to the prevailing market rate and the contractor shall be paid in accordance with the rates so fixed. The Engineer-in-Charge shall, however, be at liberty to cancel his order to carry out such increased quantities of work by giving notice in writing to the contractor and arrange to carry it out in such manner as he may consider advisable. But, under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates of item falling under this Clause.

All the provisions of the preceding paragraph shall equally apply to the decrease in the rates of items for quantities in excess of the deviation limit, notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub-clause (ii) of the preceding Clause 69.1 and the Engineer-in-Charge may revise such rates having regard to the prevailing market rates.

70.0 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

If it shall appear to the Engineer-in-Charge or his authorized subordinate in charge of the work or to

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

71.0 POSSESSION PRIOR TO COMPLETION

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

72.0 COMPENSATION FOR DELAY AND REMEDIES

72.1 If the contractor fails to maintain the required progress in terms of clause 72.4 or relevant clause of Special Conditions of Contract, to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the NBCC on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below or such smaller amount as the Engineer in charge (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / week (as applicable) that the progress remains below that specified in Clause 72.4.1 or the relevant clause in Special Conditions of Contract or that the work remains incomplete.

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

- i) Completion period (as originally stipulated)
not exceeding 3 month @ 1% per day
- ii) Completion period (as originally stipulated)
exceeding 3 months @ 1% per week

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 NBCC.

72.2 CANCELLATION / DETERMINATION OF CONTRACT IN FULL OR PART

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

- i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter; or
- ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven

days from the Engineer-in-Charge; or

- iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or
- iv) If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- v) If the contractor shall offer or give or agree to give to any person in NBCC service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action relation to the obtaining or execution of this or any other contract for NBCC; or
- vi) If the contractor shall enter into a contract with NBCC in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge; or
- vii) If the contractor shall obtain a contract with NBCC as a result of wrong tendering or other non-bona-fide methods of competitive tendering; or
- viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administrative of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- ix) If the contractor being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of the labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise

parts with the entire works or any portion thereof without and prior written approval of the Engineer-in-Charge.

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

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

- a) take possession of site and any materials, constructional plant, implements, stores, etc. thereon; and/ or
- b) carry out the incomplete work by any means at the risk and cost of the contractor; and/ or
- c) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission the full security deposit recoverable under the contract shall be liable to be forfeited and un-used materials, construction plants, implements, temporary buildings, etc. shall be taken over and shall be absolutely at the disposal of the NBCC. If any portion of the Security Deposit has not been paid or received it would be called for and forfeited; and/ or
- d) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-Charge shall be final and conclusive) against the contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor; and/ or
- e) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be un-executed or delayed with reference to the General Conditions of Contract clause no. 72.4.1 and/ or relevant clause of Special Conditions of Contract, out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by NBCC under his contract or on any other account whatsoever or

from his security deposit or the proceeds of sales of unused materials, construction plants, implements temporary buildings etc. thereof or a sufficient part thereof as the case may be. If the expenses incurred by the NBCC are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor; and/ or

- f) By a notice in writing to withdraw from the contractor any items or items of work as the Engineer-in-charge may determine in his absolute discretion and get the same executed at the risk and cost of the contractor.

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

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

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

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

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

72.3 CONTRACTOR LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN

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

72.4 TIME ESSENCE OF CONTRACT & EXTENSION FOR DELAY

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

- 72.4.1 Within 10 (Ten) days of Letter of Intent, the Contractor shall submit a Time and Progress Chart (CPM/ PERT/ Quantified Bar Chart) and get it approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast (mile-stones) of the dates of commencement and completion of various items, trades, sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time stipulated in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one

month (save for special jobs for which a separate program has been agreed upon) complete 1/8th of the whole of work before 1/4th of the whole time allowed in the contract has elapsed, 3/8th of the work before one half of such time has elapsed and 3/4th of the work before 3/4th of such time has elapsed. The physical report including photographs shall be submitted by the contractor on the prescribed format & the intervals (not exceeding a month) as decided by the Engineer in Charge. The compensation for delay as per clause 72.1 shall be leviable at intermediate stages also, in case the required progress is not achieved to meet the above time deadlines of the completion period and/ or milestones of time and progress chart, provided always that the total amount of Compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work".

72.4.2 If the work(s) be delayed by:

- i) force-majeure or
- ii) abnormally bad weather, or
- iii) serious loss or damage by fire, or
- iv) civil commotion of workmen, strike or lockout, affecting any or the trades employed on the work, or
- v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- vi) non-availability of stores, which are responsibility of the NBCC or,
- vii) non availability or break down of tools and plant to be supplied or supplied by NBCC or,
- viii) any other cause which, in the absolute discretion of the NBCC, is beyond the Contractor's control,

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

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

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

the extension of time so given by the Engineer-in-Charge shall be binding on the contractor.

73.0 WITHHOLDING AND LIEN IN RESPECT OF SUMS DUE FROM CONTRACTOR

73.1 Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, NBCC 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, NBCC 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 finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, NBCC shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract pending finalization or adjudication of any such claim.

73.2 It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or NBCC will be kept withheld or retained as such by the Engineer-in-Charge or NBCC till the claim arising out of or under the contract is determined by the competent court and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the NBCC 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.

NBCC 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 NBCC 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 NBCC to the contractor, without any interest thereon whatsoever.

73.3 LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

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

respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the NBCC.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the NBCC will be kept withheld or retained as such by the Engineer-in-Charge or the NBCC 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.

74.0 DEFECTS LIABILITY PERIOD

The contractor shall be responsible for the rectification of defects in the works for a period twelve months from the date of taking over of the works by the Owner/ Client. Any defects discovered and brought to the notice of the contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by NBCC at the cost and expense of the contractor.

75.0 FORCE MAJEURE

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

76.0 ARBITRATION - DELETED

76.1 JURISDICTION

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

77.0 SUSPENSION OF WORKS

- (a) The contractor shall, on receipt of the order in writing of the Engineer-in-charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons:
 - i) On account of any default on part of the contractor, or

- ii) for proper execution of the works or part thereof for reason other than the default of the contractor, or
- iii) for safety of the works or part thereof.

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

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

78.0 TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

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

79.0 CLARIFICATION AFTER TENDER SUBMISSION

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

80.0 ADDENDA/ CORRIGENDA

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

81.0 QUALITY ASSURANCE PROGRAMME

To ensure that the services under the scope of this contract are in accordance with the specifications, the Contractor shall adopt Quality Assurance Programme to control such activities at the necessary

points. The contractor shall prepare and finalize such Quality Assurance Programme within 15 days from letter of intent. NBCC shall also carryout quality audit and quality surveillance of systems and procedures of Contractor's quality control activities. A Quality Assurance Programme of Contractor shall generally cover the following:

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

All the quality reports shall be submitted by the Contractors in the formats appended hereto. Checklist enclosed here in this document shall be followed while carrying out Construction activities (items). If any item is not covered by the Checklist/ Formats appended hereto, the Format for the same may be developed and submitted to Engineer-in-Charge for approval and the same shall be adopted. These filled in formats shall be prepared in two copies and duly signed by representatives of contractor and NBCC. All the costs associate with Printing of Formats and testing of materials required as per technical specifications or by Engineer-in-charge shall be included in the Contractor's quoted rates in the Schedule/ Bill of quantities.

82.0 APPROVAL OF TEMPORARY / ENABLING WORKS

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

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

83.0 CONTRACT COORDINATION PROCEDURES, COORDINATION MEETINGS AND PROGRESS REPORTING

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

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

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

84.0 CONTRACT AGREEMENT

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

85.0 MANNER OF EXECUTION OF AGREEMENT

- i. The agreement as per prescribed Performa as enclosed to the Special Conditions of Contract shall be signed at the office of the NBCC within 10 days from the date of issue of Letter of Intent. The Contractor shall provide for signing of the Contract, appropriate Power of Attorney and the requisite documents/materials. Unless and until a formal contract is prepared and executed, the Letter of Intent read in conjunction with the Bidding Documents will constitute a binding contract.
- ii. The agreement will be signed in five originals and the Contractor shall be provided with one signed original and the other four originals will be retained by the NBCC.
- iii. The Contractor shall provide free of cost to the NBCC all the Engineering data, drawings and descriptive materials submitted along with the bid, in at least three (3) copies to form an integral part of the Agreement within seven 7 days after issuing of Letter of Intent.
- iv. Subsequent to signing of the Agreement, the Contractor at his own cost shall provide to the

NBCC with at least five (5) true hard bound copies of Agreement within thirty (30) days of its signing.

86.0 PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISES

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

87.0 CHANGE IN FIRM'S CONSTITUTION TO BE INTIMATED

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

LABOUR SAFETY PROVISIONS

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

6.0 EXCAVATION AND TRENCHING

All trenches, 1.2mts.(four feet) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100 feet) in length or fraction thereof, Ladder shall be extended from

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

- 7.0 Demolition - Before any demolition work is commenced and also during the progress of the work:
- 7.1 All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- 7.2 No electric cable or apparatus which is likely to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- 7.3 All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be overloaded with debris or materials as to render it unsafe.
- 8.0 All necessary personal safety equipments as considered adequate by the Engineer-in-charge should be kept available for the use of persons employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate step to ensure proper use of equipment by those concerned- The following safety equipment shall be invariably provided.
- 8.1 Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- 8.2 Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eye shall be provided with protective goggles.
- 8.3 Those engaged in welding works shall be provided with welders protective eye shields.
- 8.4 Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe interval.
- 8.5 When workers are employed in sewers and manholes, which are in active use, the Contractors shall ensure that the manhole covers are opened and ventilated at-least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident the public. In addition, the contractor shall ensure that the following safety measures are adhered to:
- a. Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.

- b. Atleast 5 to 6 manholes upstream and down stream should be kept open for atleast 2 to 3 hours before any man is allowed to enter into the manholes for working inside.
- c. Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
- d. Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
- e. Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- f. The area should be barricaded or cordoned of by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- g. No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- h. The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- i. Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer In-charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- j. Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- k. Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air-blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at-least 2 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.
- l. The workers engaged for cleaning the manholes/ sewers should be properly trained before allowing to work in the manhole.
- m. The workers shall be provided with Gumboots or non sparking shoes, bump helmets and gloves non sparking tools, safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- n. Workmen descending a manhole shall try each ladder step or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

- o. If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - p. The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer Incharge regarding the steps to be taken in this regard in an individual case will be final.
- 8.6 The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form Wherever men above the age of 18 are employed on the work of lead painting the following precautions should be taken.
- 8.6.1 No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- 8.6.2 Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
- 8.6.3 Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
- 8.6.4.1 a. White lead, sulphate or lead work products containing those pigments shall not be used in painting operation except in the form of paste or of paints ready for use.
- b. Measures shall be taken whenever required in order to prevent danger arising from the application of paint in the form of spray.
- c. Measures shall be taken, whenever practicable to prevent danger arising out of dust caused by dry rubbing down and scrapping.
- 8.6.4.2 a. Adequate facilities shall be provided to enable working painter to wash during and on cessation of work.
- b. Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- 8.6.4.3 a) Cases of lead poisoning and of suspected lead poisoning shall be notified and shall be subsequently verified by a medical man appointed by the competent authorities of the Consultant.
- b) The NBCC may require when necessary a medical examination of workers.
- c) Instructions with regard to the special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
- 9.0 When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

- 10.0 Use of hoisting machines and tackle including their attachment encourage and supports shall conform to the following standard of conditions.
- 10.1 a. These shall be of good mechanical construction, sound material and adequate strength and free from patent, defects and shall be kept required in good working order.
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- 10.2 Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffolding, winch or giving signals to operator.
- 10.3 In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- 10.4 In case of NBCC machines, the safe working load shall be notified by the Engineer-in-Charge. As regards Contractor's machines the Contractor shall notify the safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work and get verified by the Engineer-in-Charge.
- 11.0 Motors gearing, transmission electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguard, hosting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel, such as gloves sleeves and boots as may be necessary be provided. The worker should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
- 12.0 All scaffold, ladders, and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 13.0 These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place of work spot. The person responsible for compliance of the safety codes shall be named therein by the contractor.

- 14.0 To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Contractor shall be open to inspection by the or their representatives.
- 15.0 Notwithstanding the above Clauses from (i) to (xiv) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

1.0 APPLICATION

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

2.0 DEFINITION

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

3.0 FIRST-AID FACILITIES

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

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

- 3.2.1 a) For work places in which number of contract labour employed does not exceed 50, Each First-Aid box shall contain the following equipments:
- i) 6 small sterilized dressings.
 - ii) 3 medium size sterilized dressings.
 - iii) large size sterilized dressings.
 - iv) 3 large sterilized burn dressings.
 - v) 1 (30 ml) bottle containing a two percent alcoholic solution of iodine.
 - vi) 1 (30 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 - vii) 1 snake-bite lancet.
 - viii) 1 (30 gms) bottle of potassium permanganate crystals.
 - ix) 1 pair of scissors.
 - x) 1 copy of the First-Aid leaf-let issued by the Director General, Factory Advise Service & Labour Institutes, Government of India.

xi) 1 bottle containing 100 tablets (each of 5 grams) of aspirin.

xii) Ointment for burns.

xiii) A bottle of suitable surgical antiseptic solution.

3.2.2 For work places in which the number of contract labour exceed 50. Each First-Aid box shall contain the following equipments:

i) 12 small sterilized dressings.

ii) 6 medium size sterilized dressings.

iii) 6 large size sterilized dressings.

iv) 6 large size sterilized burn dressings.

v) 6 (15 gms) packet sterilized cotton wool.

vi) 1 (60 ml.) bottle containing a two percent iodine alcoholic solution.

vii) 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.

viii) 1 roll of adhesive plaster.

ix) 1 snake – bite lancet.

x) 1 (30 gms.) bottle of potassium permanganate crystals.

xi) 1 pair of scissors.

xii) 1 copy of the First-Aid leaf-let issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.

xiii) A bottle containing 100 tablets (each of 5 grams) of aspirin.

xiv) Ointment for burns.

xv) A bottle of suitable surgical antiseptic solution.

3.3 Adequate arrangements shall be made for immediate recoument of the equipment when necessary.

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

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

3.6 A person in charge of the First-Aid box shall be a person trained in First-Aid treatment, in work places where the number of labour employed is 150 or more.

3.7 In work places where the number of labour employed is 500 or more and hospital facilities are not available within easy distance of the works, first-Aid Posts shall be established and run by a trained Compounder. The Compounder shall be on duty and shall be available at all hours when the workers are at work.

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

4.0 DRINKING WATER

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

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

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

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

5.0 WASHING FACILITIES

5.1 In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of labour employed herein.

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

5.3 Such facilities shall be conveniently accessible and shall be kept clean and hygienic condition.

6.0 LATRINES AND URINALS

6.1 Latrines shall be provided in every work place on the following scale, namely:

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

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

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

not be less than 3 meters from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sqm. Per head.

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

8.0 CRECHES

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

The rooms shall be constructed on standard not lower than the following:

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

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

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

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

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

9.0 CANTEENS

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

9.2 The canteen shall be maintained by the Contractor in an efficient manner.

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

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

9.5 The floor shall be made of smooth and impervious material and inside walls shall be lime washed or colour washed at least once in each year.

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

- 9.6 The premises of the canteen shall be maintained in a clean and sanitary condition.
- 9.7 Waste Water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- 9.8 Suitable arrangements shall be made for the collection and disposal of garbage.
- 9.9 The dinning hall shall accommodate at a time 30 persons of the labour working at time.
- 9.10 The floor area of the dinning hall, excluding the area occupied by the service counter and any furniture except tables and chair shall not be less than one square metre per dinner to be accommodated.
- 9.11 a) A portion of the dinning hall, and service counter shall be partitioned off and reserved for women workers in proportion to their number.
- b) Washing places for women shall be separate and screened to secure privacy.
- 9.12 Sufficient tables, stool, chairs or benches shall be available for the number of dinners to be accommodated.
- 9.13.1 a) There shall be provided and maintained sufficient utensils, crockery, furniture and any other equipment necessary for the efficient running of the canteen.
- b) The furniture, utensils and other equipment shall be maintained in a clean and hygienic condition.
- 9.13.2 a) Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
- b) A service counter, if provided, shall have top of smooth and impervious material.
- c) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.
- 9.14 The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the labour.
- 9.15 The charge for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit No loss' and shall be conspicuously displayed in the canteen.
- 9.16 In arriving at price of food stuffs, and other articles served in the canteen, the following items shall not be taken into consideration as expenditure, namely:
- a) The rent of land building.
- b) The depreciation and maintenance charges for the building and equipment provided for the

canteen.

- c) The cost of purchase, repair and replacement of equipment including furniture, crockery, cutlery and utensils:
- d) The water charges and other charges incurred for lighting and ventilation:
- e) The interest and amounts spent on the provision and maintenance and equipment provided for in the canteen.

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

10.0 ANTI MALARIAL PRECAUTIONS

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

11.0 AMENDMENTS

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

CONTRACTOR'S LABOUR REGULATIONS

1.0 SHORT TITLE

These regulations may be called the Contractor "Labour Regulations".

2.0 DEFINITIONS

2.1 "Workman" means any person employed by the NBCC or its Contractor directly or indirectly through a sub-contractor, with or without the knowledge, of the NBCC to do any skilled, semi-skilled, 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 Rupees Two thousand Five hundred per person or exercises either by the nature of the duties attached to the office or by reason of powers vested to him, functions mainly of managerial nature.
- c) Who is an out worker, that is to say, a person to whom any articles or materials are given out by or on behalf of the principal employer to be made up cleaned, washed, altered, ornamental finished, repaired, adopted or otherwise processed for sale for the purpose of the trade or business of the principal employer and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

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

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

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

2.4.1 Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

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

2.4.3.1 Every worker shall be given a weekly holiday on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.

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

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

3.0 DISPLAY OF NOTICE REGARDING-WAGES, ETC.

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

4.0 PAYMENT OF WAGES

4.1 The contractor shall fix wage periods in respect of which wages shall be payable.

4.2 No wage period shall exceed one month.

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

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

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

4.6 Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.

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

4.8 Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.

- 4.9 A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgment.
- 4.10 It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Engineer or any other authorized representatives of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
- 4.11 The contractor shall obtain from the Engineer or any other authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form :

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

5.0 FINES AND DEDUCTIONS, WHICH MAY BE MADE FROM WAGES

- 5.1 The wages of a worker shall be paid to him without any deduction of any kind except the following–
- a) Fines
 - b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - c) Deduction for damage to or loss of goods expressly entrusted to the employed persons for custody, or from 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 over payment of wages, advances granted shall be entered in a register.
 - e) Any other deduction, which the Central Government may from time to time allow.
- 5.2 No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved by the Chief Labour Commissioner.
- NOTE: An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-I.
- 5.3 No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- 5.4 The total amount of fine which may be imposed in any one wage period on a worker shall not

exceed an amount equal to three paise in a Rupees of the total wages, payable to him in respect of that wage period.

5.5 No fine imposed on any worker shall be recovered from him in installment, or after the expiry of sixty days from the date on which it was imposed.

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

6.0 LABOUR RECORDS

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

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

6.3 The contractor shall maintain a "Wage Register" in respect of all workmen employed by him on the work in form (Appendix-D).

6.4 Register of accidents – The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

- a) Full particulars of the labourers who met with accident.
- b) Rate of wages
- c) Sex
- d) Age
- e) Nature of accident and cause of accident.
- f) Time and date of accident.
- g) Date and time when he/she admitted in Hospital
- h) Date of discharge from the Hospital
- i) Period of treatment and result of treatment
- j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- k) Claim required to be paid under Workmen's Compensation Act.
- l) Date of payment of compensation.
- m) Amount paid with details of the person to whom the same was paid.
- n) Authority by whom the compensation was assessed.
- o) Remarks.

6.5 Register of Fines – The contractor shall maintain a “Register of Fines” in the form (Appendix-H).

The contractor shall display in a good condition and in a conspicuous place of work the approved list of Acts and Omission for which fines can be imposed (Appendix-I).

6.6 Register of Deductions-The contractor shall maintain a “Register of Deductions” for damage or loss in form (Appendix-J).

6.7 Register of Advances-The contractor shall maintain a “Register of Advances” in form (Appendix-K).

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

7.0 ATTENDANCE CARD-CUM WAGE SLIP:

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

7.2 The card shall be valid for each wage period.

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

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

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

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

8.0 EMPLOYMENT CARD

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

9.0 SERVICE CERTIFICATE

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

10.0 PRESERVATION OF LABOUR RECORDS

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

11.0 POWER OF LABOUR OFFICERS TO MAKE INVESTIGATIONS INQUIRY

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

12.0 INSPECTION OF BOOK 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.

13.0 SUBMISSION OF RETURNS

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

14.0 AMENDMENTS

The NBCC may from to time, add or amend the regulations and on any question as to the application, interpretation or effect of these regulations the decision of the Zonal Chief concerned shall be final.

LABOUR BOARD

Name of work

Name of Contractor

Address of Contractor

Name and Address of Unit

Name of Labour Enforcement Officer

Address of Labour Enforcement Officer

Date:

S. No.	Category	Minimum wage fixed	Actual wages paid	Number present	Remarks

Weekly Holiday

Wage Period

Date of Payment of wages

Working hours

Rest interval

FORM 13

SEE RULE 75

REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR

Name and Address of Contractor

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

Nature and location of work

Name & Address of Principal Employer

Sl. No.	Name and surname of workman	Age & sex	Father's Husbands Name	Nature of employment / designation	Permanent home address of the workman (village and Tehsil Taluk and District)	Local address
---------	-----------------------------	-----------	------------------------	------------------------------------	---	---------------

1.

2.

3.

4.

5.

6.

7.

Date of commencement of employment

Signature or thumb impression of the workman

Date of termination of employment

Reasons for termination

Remarks

8.

9.

10.

11.

12.

FORM XVI

(See Rule 78(2) (193))

MUSTER ROLL

Name and address of contractor

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

Nature and location of work

Name and Address of Principal Employer

For the month / fortnight

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

FORM XVII

[SEE RULE 78(2) (03)]

REGISTER OF WAGES

Name and address of contractor

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

Nature and location of work

Name and Address of Principal Employer

Wage period: per month/ fortnightly

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

Dearness allowance	Overtime	Other cash payments (Nature of payments to be indicated)	Total	Duration if any (indicate)	Net Amt paid	Signature thumb impression of the workman	Initial contractor or his representative
9.	10.	11.	12.	13.	14.	15.	16.

FORM XIX

[SEE RULE 78 (2) (B)]

W A G E S L I P

Name and address of contractor

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

Nature and location of work

For the Week/Fortnight/Month ending

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

Sign of the Contractor

WAGE CARD

WAGE CARD NO.

NAME AND ADDRESS OF CONTRACTOR

DATE OF ISSUE

NATURE OF WORK WITH LOCATION

DESIGNATION

NAME OF WORKMAN

MONTH/FORTNIGHT

RATE OF WAGES

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

MORNING

RATE

EVENING

AMOUNT

INITIAL

RECEIVED FROM

THE SUM OF RS.

ON ACCOUNT
OF MY WAGON.

SIGNATURE

THE WAGE CARD IS VALID FOR ONE MONTH FROM THE DATE OF ISSUE.

FORM XIV

(SEE RULE 76)

EMPLOYMENT CARD

Name and address of contractor

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

Nature and location of work

Name and address of Principal Employer

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

Signature of Contractor

FORM XV

(SEE RULE 77)

SERVICE CERTIFICATE

Name and address of contractor

Nature and location of work

Name and address of workman

Age or date of birth

Identification Marks

Father's/Husband's Name

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

Name and address of Principal Employer

Total period of which employed

S. No.	From	To	Nature of work	Rate of wages (with particular s of unit In case of piece work)	Remarks
1	2	3	4	5	6

Signature

FORM XII

[SEE RULE 78 (2) (D)]

REGISTER OF FINES

Name and address of contractor

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

Nature and location of work

Name and address of workman

Name and address of Principal Employer

S. No.	Name of workman	Father's/Husband Name	Designation/nature of employment	Act/Omission for which fine imposed	Date of offence
1.	2.	3.	4.	5.	6.

Whether workman showed causes against fine	Name of person in whose presence employees explanation was heard	Wage period and wages payable	Amount of fine Imposed	Date on which fine realized	Remarks
7.	8.	9.	10.	11.	12.

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

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

1. Willful insubordination or disobedience, whether alone or in combination with other.
2. Theft, fraud or dishonestly in connection with contractors beside a business or property of NBCC.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunk-ness fighting riotous or disorderly or indifferent behaviour.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the NBCC or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving the false information regarding name, age, fathers name etc.
13. Habitual loss of wage cards supplied by the employer.
14. Unauthorized use of employers property or manufacturing or making of unauthorized articles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers, which is not approved by the NBCC for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishment.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employee during the working hours within the premises.

FORM XX

[SEE RULE 78 (2) (D)]

REGISTER OF DEDUCTION FOR DAMAGES OR LOSS

Name and address of contractor

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

Nature and location of work

Name and address of Principal Employer

S. No.	Name of workman	Father's/Husband's Name	Designation/ nature of employment	Particulars of damage or loss	Date of damage/loss
1.	2.	3.	4.	5.	6.

Whether workman showed cause against deductions	Name of person in whose presence employees explanation was heard	Amount of deduction Imposed	No. of installment	Date of recovery		Remarks
				First Installme -nt	Last Insta- llment	
7.	8.	9.	10.	11.	12.	13.

FORM XXII

[SEE RULE 78(2)]

REGISTER OF ADVANCES

Name and address of contractor

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

Nature and location of work

Name and address of Principal Employer

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

Purpose / for which advance made	No. of installments by which advance is to be paid	Date and amount of each installment repaid	Date on which last installment was repaid	Remarks
7.	8.	9.	10.	11.

FORM XXIII

[See Rule 78(2) (E)]

REGISTER OF OVERTIME

Name and address of contractor

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

Nature and location of work

Name and address of Principal Employer

S. No.	Name of workman	Father's/ Husband's Name	Sex	Designation/ nature of employment	Date on which overtime worked
1.	2.	3.	4.	5.	6.

Total overtime worked or production in case of piece rated	Normal rate of wages	Overtime rate of wages	Overtime earning	Rate on which overtime wages paid	Remarks
7.	8.	9.	10.	11.	12.

FORM XXIV

LISTS OF APPROVED BANKS

Nationalised Banks:

The BGs shall be accepted from all Nationalised Banks, and in addition, these can also be accepted from the Scheduled Private Sector and Scheduled Foreign Banks as detailed below.

Scheduled Private Sector Banks:

Axis Bank,
HDFC Bank,
ICICI Bank,
IDBI Bank.

Scheduled Foreign Banks:

ABN-Amro Bank,
American Express Bank,
Bank of America,
Citi Bank,
Standard Chartered Bank,
Hong Kong Bank.

FORM XXV

**DETAILS OF THE BALANCE WORK IN HAND AS ON _____
(UPTO THE PRECEDING MONTH OF SUBMISSION OF BID) WITH NBCC**

(To be submitted in Envelop-1)

S. No.	Name of the Unit/Zone/SBG/RGB	Contract Value	Date of start as per LOI/Contract	Date of completion as per LOI/Contract	Work done upto the preceding month of submission of bid	Balance value of work

Note: The bidder shall also include the value of all such works which are awarded to bidder but yet not started upto the preceding month of submission of bid.

FORM XXVI

AFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of Rs. 10/- (Rupees ten only) duly attached by Notary Public)

(To be submitted in Envelop-1)

Affidavit of Mr.S/o R/o

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor / Authorised signatory of M/s.....having its Head Office / Regd. Office at
2. That the information / documents / Experience certificates submitted by M/s. along with the tender for (Name of the work) to NBCC Ltd. are genuine and true and nothing has been concealed.
3. I shall have no objection in case NBCC verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in case NBCC demand so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, NBCC at its discretion may disqualify / reject the bid our rightly of M/s. / terminate the contract and also forfeit the EMD / All dues.

I,, the Proprietor / Authorised signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from and that no part of it is false.

Verified atthis.....day of

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

APPLICATION FOR EXTENSION OF TIME

(To be completed by the Contractor)

PART – I

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

Extension granted

- | | | | |
|----|---|--------|------|
| a) | First extension vide Engineer-in-charge letter No... ..date | Months | Days |
| b) | 2 nd extension vide Engineer-in-charge letter No..... date | Months | Days |
| c) | 3 rd extension vide Engineer-in-charge letter No..... date | Months | Days |
| d) | 4 th extension vide engineer-in-charge letter No..... date | Months | Days |

Total extension previously given

9. Reasons for which extension have been previously given (copies of the previous application should be attached)
10. Period for which extension is applied for:
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred, and the period for which these are likely to last.

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

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

- 12. Extension of time required for extra work.
- 13. Details of extra work and on the amount involved:
 - a) Total value of extra work
 - b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
- 14. Total extension of time required for 11 & 12
Submitted to the Engineer-in-Charges office.

SIGNATURE OF CONTRACTOR

DATE

APPLICATION FOR EXTENSION OF TIME

(PART – II)

1. Date of receipt of application from Contractor for the work in the Engineer-in-charge office.

2. Acknowledgement issued by Engineer-in-charge vide his letter No dated

3. Engineer-in-charge remarks regarding hindrances mentioned by the Contractor.
 - i) Serial No.

 - ii) Nature of hindrance

 - iii) Date of occurrence of hindrance

 - iv) Period for which hindrance, is likely to last

 - v) Extension of time period applied for by the contractor

 - vi) Over lapping period, if any, giving reference to items which over lap

 - vii) Net period for which extension is recommended.

 - viii) Remarks as to why the hindrance occurred and justification for extension recommended.

4. Engineer-in-charge recommendations.

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

SIGNATURE OF ENGINEER-IN-CHARGE

APPROVAL OF ZONAL HEAD

PROFORMA FOR EXTENSION OF TIME

P A R T –III

To

NAME

ADDRESS OF THE CONTRACTOR

SUBJECT:

Dear Sir(s)

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

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

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

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

Yours faithfully,

FOR NBCC LTD.

**NATIONAL BUILDINGS CONSTRUCTION CORPORATION LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)**

**PROFORMA OF BANK GUARANTEE IN LIEU OF E M D (BID BOND)
(Judicial Stamp paper of appropriate value as per Stamp Act - of respective state)**

National Buildings Construction

Corporation Limited,

(Address as mentioned in Notice Inviting Tender)

In consideration of National Buildings Construction Corporation Limited, having its Registered Office at NBCC, Bhawan, Lodhi Road, New Delhi -110003 (hereinafter called "NBCC" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No..... and M/s..... having its Registered Head Office at..... (hereinafter called the "TENDERER") is to participate in the said tender for..... Whereas NBCC, as a special case, has agreed to accept an irrevocable and unconditional Bid Bond Guarantee for an amount of Rs..... valid upto..... from the tenderer in lieu of Cash Deposit of Rs..... required to be made by the tenderer, as a condition precedent for participation in the said tender. We the.....(hereinafter called the "BANK") having its Registered, Office at..... and branch office at..... do hereby unconditionally and irrevocably undertake to pay to NBCC immediately on demand in writing and without demur/protest any amount but not exceeding Rs..... Any such demand made by NBCC shall be conclusive and binding on us irrespective of any dispute or differences that may be raised by the tenderer. Any change in the constitution of the tenderer or the Bank shall not discharge our liability under the guarantee.

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

FOR AND ON BEHALF OF BANK

PLACE :

DATED :

WITNESS.

1.

2.

NATIONAL BUILDINGS CONSTRUCTION CORPORATION LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

PROFORMA OF BANK GUARANTEE (PERFORMANCE)
(Judicial Stamp per Stamp Act - paper of appropriate value as respective state)

NATIONAL BUILDINGS CONSTRUCTION
CORPORATION LIMITED,

(Address as mentioned in Notice Inviting Tender)

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

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

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

- (i) This guarantee shall be a continuing guarantee and irrevocable for all claims of NBCC as specified above and shall be valid during the period specified for the performance of the contract including the period of maintenance/warranty i.e. upto.....
- (ii) We, the said bank further agree with NBCC that NBCC shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by NBCC against the contractor/supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not

be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or omission on the part of NBCC or any indulgence by NBCC to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

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

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

Signed this day of at.....

For and on behalf of Bank

WITNESS.

1. _____

2. _____

NATIONAL BUILDINGS CONSTRUCTION CORPORATION LIMITED (A GOVERNMENT OF INDIA ENTERPRISE)

PROFORMA OF BANK GUARANTEE (FOR MOBILIZATION ADVANCE)

(Judicial Stamp per Stamp Act - paper of appropriate value as respective state)

The CMD/
General Manager
NBCC Limited

1. In consideration of the CMD/GM NBCC.....(hereinafter called "the Corporation" which expression shall unless repugnant to the subject or context include his successor and assigns) having agreed under the terms and conditions of Contract No.....dated..... made between..... and the corporation in connection with..... (hereinafter called "the said contract") to make at the request of the Contractor a Mobilization Advance of Rs..... for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to the Corporation, we the Bank (hereinafter referred to the "the said Bank") and having our registered office at..... do hereby guarantee the due recovery by the Corporation of the said advance as provided according to the terms and conditions of the Contract. We..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Corporation stating that the amount claimed is due to the Corporation under the said Agreement. Any such demand made on the.....shall be conclusive as regards the amount due and payable by the.....under this guarantee and..... agree that the liability of theto pay the Corporation the amount so demanded shall be absolute and unconditional notwithstanding any dispute or disputes raised by the Contractor and notwithstanding any legal proceeding pending in any court or Tribunal relating thereto. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....
2. We Bank further agree that the Corporation shall be the sole judge of and as to whether the amount claimed has fallen due to the corporation under the said agreement or whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by the Corporation on account of the said advance together with interest not being recovered in full and the decision of the Corporation that the amount has fallen due from contractor or the said Contractor has not utilized the said advance or any part thereto for the purpose of the contract and as to the amount or amounts of loss or damage caused to or suffered by the Corporation shall be final and binding on us.

3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect till the said advance has been fully recovered and its claims satisfied or discharged and till NBCC certify that the said advance has been fully recovered from the said Contractor, and accordingly discharges this Guarantee subject, however, that the Corporation shall have no claims under this Guarantee after the said advance has been fully recovered, unless a notice of the claims under this Guarantee has been served on the Bank before the expiry of the said Bank Guarantee in which case the same shall be enforceable against the Bank.
4. The Corporation shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or the advance or securities available to the Corporation and the said Bank shall not be released from its liability under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the bank from its such liability.
5. It shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Corporation may have obtained or obtain from the Contractor or shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Corporation in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

Dated thisday of.....

For and on behalf of Bank

(NAME AND DESIGNATION)

Dated:

NATIONAL BUILDINGS CONSTRUCTION CORPORATION LIMITED (A GOVERNMENT OF INDIA ENTERPRISE)

PROFORMA OF BANK GUARANTEE (IN LIEU OF SECURITY DEPOSIT)

National Buildings Construction
Corporation Ltd.

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

1. This Guarantee shall be continuing guarantee and shall remain valid and irrevocable for all claims of the Company and liabilities of Supplier/Contractor arising upto and until midnight of.....
2. This Guarantee shall be in addition to any other Guarantee or Security whatsoever that the Company now or at any time have in relation to the Supplier's obligations/liabilities under and/or in connection with the said supply/contract, and the company shall have full authority to take recourse or to enforce this Security in preference to any other Guarantee or Security which the Company may have or obtain and no forbearance on the part of the Company in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its liability hereunder.
3. The Company shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Supplier's/Contractor's obligations and/ or liabilities under or in connection with the said supply/contract or to grant time

and / or indulgence to the supplier / contractor or to increase or otherwise vary the prices or the total contract value or to release or to forbear from enforcement of all or any of the conditions under the said supply / contract and / or the remedies of the Company under any other security/securities now or hereafter held by the Company and no such dealings, increase(s) or other indulgence(s) or arrangement(s) with the supplier / contractor or releasing or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or prejudicing rights of the company against the Bank.

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

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

For and on behalf of the Bank

Place

Date

WITNESS:

1.

2.

NATIONAL BUILDINGS CONSTRUCTION CORPORATION LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

PROFORMA OF BANK GUARANTEE
(FOR MOBILIZATION ADVANCE WITH INTEREST BEARING)
(Judicial Stamp per Stamp Act - paper of appropriate value as respective state)

NBCC Limited
Lodhi Road
New Delhi

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

Contractor, and accordingly discharges this Guarantee subject, however, that the Corporation shall have no claims under this Guarantee unless a notice of the claims under this Guarantee has been served on the Bank before the expiry of the said Bank Guarantee in which case the same shall be enforceable against the Bank.

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

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

Place:

Date:

Witness:

1.

2.

FORM FOR GUARANTEE BOND

FOR ANTI-TERMITE TREATMENT

THIS AGREEMENT made this ____ day of Two thousand ____ between M/s _____ (hereinafter called the guarantor of the one part and M/s National Buildings Construction Corporation Limited, hereinafter called the NBCC hereinafter called the OWNER of the other part.

Whereas this agreement is supplementary to the contract hereinafter called the contract dated _____ made between the guarantor of the one part and National Buildings Construction Corporation Ltd., of the other part whereby the contractor inter-alia, understood to render the buildings and structures in the said contract recited, completed, termite proof. And whereas the guarantor agreed to give a guarantee to the effect that the said structure will remain termite proof for TEN YEARS to be so reckoned from the date after the maintenance period prescribed in the contract expires.

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

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

In witness where of these presents have been executed by the Guarantor _____ and by _____ for and on behalf of NBCC on the day of ____ month and year first above written.

Signed sealed and delivered by (Guarantor)

IN THE PRESENCE OF:

- 1.
- 2.

Signed for and on behalf of NBCC by/ in presence of:

- 1.
- 2.

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

The agreement made this day of Two thousand One and between (hereinafter called Guarantor of the one part) and the NBCC (hereinafter called the Execution Agency of the other part).

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

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

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

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

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

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

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

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

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

- 1.
- 2.

Signed for and on behalf of the NBCC by _____

In presence of :

- 1.
- 2.

**PROFORMA
OF
INDENTURE FOR SECURED ADVANCE OR CREDIT**

THIS INDENTURE made this day of _____ Between _____ (hereinafter called the contractor) which expression shall where the Context as admits or implies be deemed to include his executor/administrators and assign of the one part and NBCC Ltd. On behalf of CBI Head Quarter Building which expression shall where the context so admits or implies be deemed to include its successors and assign of the other part.

Whereas by an agreement dated _____ (hereinafter called the said agreement). The Contractor has agreed to construct.

And whereas the Contractor has applied to the Engineer that he may be or be given credited for materials brought by him to the site of the work subject to the said agreement for use in construction of the work.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. _____ (Rupees _____ only) paid to the contractor by Engineer. The receipt where the Contractor hereby acknowledges and of such advance or credited (if any) as may be made to him as aforesaid the Contractor hereby covenants and agrees with The Engineer and declares as follows:

1. That all sums given as advance or credit by The Engineer to the Contractor as aforesaid shall be employed by the Constructor in or toward the execution of the said works and for no other purpose whatsoever.
2. That the material for which the advance or credit is given are offered to and accepted by The Engineer as security and are absolutely the Contractor's own property and free from encumbrances of any kind the Contractor will not make any application for or receives further advance or credit on the security or material which are not absolutely his own property and free from encumbrances of any kind and the Contractor shall indemnify The Engineer against any claims to any material in respect of which advance or credit has been made to him as aforesaid.
3. That the said material and all other material on the security of which any further advance or advances or credit may be given as aforesaid (hereinafter called the said materials) shall be used by the Contractor s solely in the execution of the said works in accordance with the direction of the Engineer and in terms of said agreement.
4. That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper safe custody and protection against all risks of the said material and that until used in the construction as aforesaid the material shall remain at the site of the said works in Contractor's custody and on his responsibility and shall at all times be open to inspection by The Engineer. In the events of the materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in greater degree then in due to reasonable use and wear thereof the Contractor will replace the same with other materials of like quality of repair and make good the same as required by The Engineer.

5. That said material shall not on any account be removed from the site of work except with the written permission of The Engineer.
6. That the advance shall be repayable in full when or before Contractor receives payment from The Engineer of the price payable to him for the said work under the term and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done then on the occasion of each payment The Engineer will be at liberty to make a recovery from the Contractor's bill from such payments by deducting there from the value of the said materials than actually used in the contraction and in respect of which recovery has not been made previously. The value of this purpose being determined in respect of each description of materials at the rates at which the amounts of the advance as made under these presents was calculated.
7. That if the Contractor shall at any time make at any default in the performance of observance in respect of any of the terms and provisions of the said agreement or of that provisions the total amount of the advance or advances that may still be owing to The Engineer, shall immediately on the happening of such default be repayable by the Contractor to The Engineer together with interest thereon at 12% p.a. from the date of respective dated to such advance or advances to the date of payment and with all costs. Damages and expenses incurred by The Engineers in or for recovery hereof or the Contractor hereby covenants and agrees with The Engineer repay and pay the same respective to him accordingly.
8. That the Contractor hereby charges all the said materials with the repayment to The Engineer of all sums advances or credit as aforesaid and all costs. Charges, damages and expenses payable under these presents PROVIDED ALWAYS it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and wherever the covenant for payment and repayment herein before contained shall be become enforceable and the money owing shall not be paid in accordance therewith. The Engineer may at any time thereafter adopt all or any of the following courses he may deem best:
 - a. Seize the utilize the said material or any part thereof in the completion of the said works in accordance with the provision in that behalf contained in the said agreement debating the Contractor with the actual cost of effecting such completion and the amount due in respect of advance or credit under these presents and crediting the Contractor with value of work done as if he has carried it out in accordance with the said agreement and the rates thereby provided if the balance is against the Contractor is to pay the same to the engineer on demand.
 - b. Remove and sell by public action the seized materials or any part thereof and out of the money arising from the sale repay the engineer under these presents and pay over the surplus (if any) to the Contractor.
 - c. Deduct all or any part of the moneys owing from any sums due to the contractor under said agreement.

9. Expect in the event of such default on the part of contractor as aforesaid, interest or the said advance shall not be payable.
10. That in the event of conflict between the provisions of these presents and the said agreements, the provision of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents, the settlement of which has not been hereinbefore expressly provided for the same shall so far as is lawful be referred to Chairman — cum — Managing Director, NBCC Ltd. Or to such person as the may appoint whose decision shall be final and the provision of the India arbitration Act. For the time being in force shall apply to such reference.

IN WITNESS whereof the said the engineer and the contractor hereunto set their respective hands and seals the day year first above written.

Signed Sealed and delivered by

Contractor

The Engineers

AGREEMENT FORM

This agreement made this _____ day of (Month) (Year), between the **National Buildings Construction Corporation Limited (NBCC)**, a company incorporated under the Companies Act, 1956 having its Registered Office at NBCC Bhawan, Lodhi Road, New Delhi – 110 003 (hereinafter referred to as the “NBCC” which expression shall include its administrators, successors, executors and assigns) of the one part and **M/s (NAME OF CONTRACTOR)** (hereinafter referred to as the ‘Contractor’ which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS, NBCC, has desirous of construction of **(NAME OF WORK)** (hereinafter referred to as the “PROJECT”) on behalf of the **(NAME OF OWNER/MINISTRY)** (hereinafter referred to as “OWNER”), had invited tenders as per Tender documents vide NIT No. _____.

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

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

ARTICLE 1.0 – AWARD OF CONTRACT

1.1 SCOPE OF WORK

NBCC has awarded the contract to **(NAME OF CONTRACTOR)** for the work of **(NAME OF WORK)** on the terms and conditions in its letter of intent No. _____ dated _____ and the documents referred to therein. The award has taken effect from **(DATE)** i.e. the date of issue of aforesaid letter of intent. The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the “Contract Documents” referred to in the succeeding Article.

ARTICLE 2.0 – CONTRACT DOCUMENTS

2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as “Contract Documents”).

- a) NBCC Notice Inviting Tender vide No. _____ date _____ and NBCC’s tender documents consisting of:
 - i) General Conditions of Contract (GCC) alongwith amendments/errata to GCC (if any) issued (Volume-I).
 - ii) Special Conditions of Contract including Appendices & Annexures, Volume-II.
 - iii) Bill of Quantities alongwith amendments/corrigendum of schedule items, if any (Volume-II).

iv) _____

v) _____

vi) _____

b) (NAME OF CONTRACTOR) letter proposal dated _____ and their subsequent communication:

i) Letter of Acceptance of Tender Conditions dated _____

ii) _____

iii) _____

2.2 NBCC's detailed Letter of Intent No. _____ dated ____ including Bill of Quantities. Agreed time schedule, Contractor's Organisation Chart and list of Plant and Equipments submitted by Contractor.

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

ARTICLE 3.0 – CONDITIONS & CONVENANTS

3.1 The scope of Contract, Consideration, Terms of Payments, Advance, Security Deposits, Taxes wherever applicable, Insurance, Agreed Time Schedule, Compensation for delay and all other terms and conditions contained in NBCC's Letter of Intent No. _____ dated ____ are to be read in conjunction with other aforesaid Contract Documents. The contract shall be duly performed by the contractor strictly and faithfully in accordance with the terms of this contract.

3.2 The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the Letter of Intent.

3.3 Contractor shall adhere to all requirements stipulated in the Contract documents.

3.4 Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents and Letter of Intent.

3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy

to the terms and conditions contained in Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

- 3.6 The total contract price for the entire scope of this contract as detailed in Letter of Intent is Rs. _____ (Rupees _____ only), which shall be governed by the stipulations of the contract documents.

ARTICLE 4.0 – NO WAIVER OF RIGHTS

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

ARTICLE 5.0 – GOVERNING LAW AND JURISDICTION

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

- 5.2 Notice of Default

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

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

For and on behalf of:

(NAME OF CONTRACTOR)

WITNESS:

1.

2.

For and on behalf of:

M/S NATIONAL BUILDINGS CONSTRUCTION CORPORATION
LIMITED

WITNESS:

1.


2.

QUALITY CONTROL FORMATS AND CHECKLISTS


NAME OF PROJECT _____

CONTRACTOR	CHECK LIST FOR CONCRETING						
CONTRACT NO. _____	REF DRAWING NO _____	LOCATION BLOCK _____	FLOOR _____	AREA _____			
LAYOUT	Alignment Checked	Level of base Checked	Dimensional Check (edges & diagonals)	Starters	Location of cu-outs & services		
STAGING/ SCAFFOLDING	Adequacy & rigidity of Props, stays, bracings, Conformity to scheme drawings	Vertical form surface in alignment & plumb	Even surface Oil sprayed	Caps between shuttering are Properly closed.	No space for sagging of Form work		
FORMWORK	Qty of forms and support Props adequate	Adequate laps Welds	Chair/cover blocks Placed as per scheme	Binding wire not Touching shuttering	Fixtures, inserts Conduits in position		
REINFORCEMENT	Cutting & bending as per Bar bending schedule (schedules attached)	Walkway for Labour provided					
PRE-CONCRETING	Concreting Arrangements	Approval of Construction joint	Mixer/vibrator Condition & mixing	Top level of Concrete marked	Transporting & Placing arrangement		
POST-CONCRETING	Compaction Checked	Removal of laitance	Post concreting Level/dimensions.	Nos of cubes cast			
DESHUTTERING & CLEARING	Curing days----- Water/compound	Surface finish OK	Concrete Test Results OK				
SIGNATURE: _____					W.O. Item	UNIT	QTY.
CONTRACTOR					DATE	SITE INCHARGE	DATE
CONTRACTOR					DATE	SITE INCHARGE	DATE


NAME OF PROJECT _____

CONTRACTOR	CHECK LIST FOR MASONRY WORK			
CONTRACT NO. _____	REF DRAWING _____	LOCATION BLOCK _____	FLOOR _____	
	AREA _____			
LAYOUT	Alignment & wall Thickness checked` <input type="checkbox"/> <input type="checkbox"/>	Brick on edge (top course) <input type="checkbox"/> <input type="checkbox"/>		
SCAFFOLDING	Adequacy of props, Stays, platform <input type="checkbox"/> <input type="checkbox"/>	Rigidity of base <input type="checkbox"/> <input type="checkbox"/>	Movement space <input type="checkbox"/> <input type="checkbox"/>	Approach to height <input type="checkbox"/> <input type="checkbox"/>
PRE-LAYING	Working arrangements & service provisions checked <input type="checkbox"/> <input type="checkbox"/>	Bricks as per specification <input type="checkbox"/> <input type="checkbox"/>	Mortar grade & mix As specified <input type="checkbox"/> <input type="checkbox"/>	Bricks moistened <input type="checkbox"/> <input type="checkbox"/>
LAYING	Joint thickness & course Ht. As specified <input type="checkbox"/> <input type="checkbox"/>	Joint alignment Checked <input type="checkbox"/> <input type="checkbox"/>	Vertical joints Properly mortar filled from top <input type="checkbox"/> <input type="checkbox"/>	
CURING AND CLEARING	Raking of joints Done (if applicable) <input type="checkbox"/> <input type="checkbox"/>	Bearing plaster for Concrete <input type="checkbox"/> <input type="checkbox"/>		
	Proper curing of const. Joint. <input type="checkbox"/> <input type="checkbox"/>	Scaffolding removed (if required) <input type="checkbox"/> <input type="checkbox"/>		
SIGNATURE:				W.O. Item
CONTRACTOR				UNIT
DATE _____				QTY.
DATE _____				
DATE _____				DATE
DATE _____				CONSULTANT
DATE _____				DATE

NAME OF PROJECT _____

CONTRACTOR	CHECK LIST FOR PLASTERING WORK										
CONTRACT NO.	LOCATION BLOCK _____	FLOOR _____									
	AREA _____										
SCAFFOLDING	Platform <input type="checkbox"/>	Stability <input type="checkbox"/>	Movement space <input type="checkbox"/>	Approach to Height <input type="checkbox"/>							
SERVICE	All chasing work Complete <input type="checkbox"/>	Fixing in position Using clamps etc. <input type="checkbox"/>	Patching Work complete <input type="checkbox"/>	All door/window frames Fixed in position <input type="checkbox"/>	Skirting to floors marked <input type="checkbox"/>						
CLEARANCE FROM AE (E)											
SURFACE PREPARATION	Clearing & raking of Surface <input type="checkbox"/>	Roughening Hacking done <input type="checkbox"/>	Fixing metal/lathe Chicken mesh <input type="checkbox"/>	Mortar level Guides made <input type="checkbox"/>	Surface moistened/ Cement slurry <input type="checkbox"/>						
PLASTERING	Mix & w/p compound Checked as per specification <input type="checkbox"/>	Coating/thickness As specified <input type="checkbox"/>	Groove at joints Provided <input type="checkbox"/>	Corners & edges sharp & at right Angles lines & levels maintained <input type="checkbox"/>	Surface leveled with At straight edge <input type="checkbox"/>						
FINISHING	Texture <input type="checkbox"/>	Curing Days----- <input type="checkbox"/>	Site cleared <input type="checkbox"/>								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">W.O. Item</td> <td style="width: 20%;">UNIT</td> <td style="width: 20%;">QTY.</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>						W.O. Item	UNIT	QTY.			
W.O. Item	UNIT	QTY.									
SIGNATURE:											
CONTRACTOR	DATE	SITE ENGR	DATE	SITE INCHARGE	DATE						
				CONSULTANT	DATE						


NAME OF PROJECT _____

CONTRACTOR	CHECK LIST FOR LAYING OF EXTERNAL SEWER	
CONTRACT NO.	REF DRAWING NO _____ LOCATION	


Excavation	<input type="checkbox"/> Layout <input type="checkbox"/> Slope/cutting as per Specifications <input type="checkbox"/> Level	<input type="checkbox"/> Bed concrete as per Specifications <input type="checkbox"/> RCC pipes as per Requirement <input type="checkbox"/> Jointing of pipes
Laying /RCC pipes	<input type="checkbox"/> Boxing <input type="checkbox"/> Strata bore Dewatering (wherever required)	<input type="checkbox"/> Mortar as per specifications <input type="checkbox"/> Plastering
Manholes	<input type="checkbox"/> Bricks as per specifications <input type="checkbox"/> End of pipes plugged	
Back fillings	<input type="checkbox"/> In layers	

SIGNATURE:											
CONTRACTOR	DATE	SITE ENGR	DATE	SITE INCHARGE	DATE	CONSULTANT	DATE	UNIT	W.O. Item	QTY.	


NAME OF PROJECT _____

CONTRACTOR	CHECK LIST FOR SUB GRADE		
CONTRACT NO.	LOCATION	FLOOR NO.	
LAYOUT	Alignment of center line as drawings	Marking of carriage way edges as per drawing	
SUB GRADE PREPARATION	Initial cross sectional levels recorded	Cleaning & grubbing of vegetation and top soil as specified	Watering & rolling as specified
FORMATION LEVEL (FILLING)	Depth of filling upto formation Level -----mtr.	Nos of layers upto formation level -----	Cross section levels recorded after rolling
	% compaction of soil (Proctor test)	Camber/slope Provided as drawing	Spreading, watering & rolling of layers on layer no.
		Formation cross sectional levels recorded	
SIGNATURE:			
CONTRACTOR	DATE	SITE ENGR	DATE
		SITE INCHARGE	DATE
		CONSULTANT	DATE
		W.O. Item	UNIT
			QTY.


NAME OF PROJECT _____

<p>CONTRACTOR _____</p> <p>CONTRACT NO. _____</p>	<p>CHECK LIST FOR GRIT WASH</p> <p>DRAWING NO. _____</p> <p>FLOOR NO. _____</p>	 <p>एन बी सी सी NBCC</p>		
<p>SCAFFOLDING</p>	<p>Platform <input type="checkbox"/></p>	<p>Stability <input type="checkbox"/></p>	<p>Movement space <input type="checkbox"/></p>	<p>Approach to night <input type="checkbox"/></p>
<p>SERVICE PROVISIONS</p>	<p>All chasing work Complete <input type="checkbox"/></p>	<p>All chasing work Complete <input type="checkbox"/></p>	<p>All door/windows frames Fixed in position <input type="checkbox"/></p>	<p>Surface moistened/ Cement slurry <input type="checkbox"/></p>
<p>SURFACE PREPARATION</p>	<p>Roughening/hacking Of surface done <input type="checkbox"/></p>	<p>Fixing metal/lathe Chicken mesh <input type="checkbox"/></p>	<p>Mortar level Guides made <input type="checkbox"/></p>	<p>Surface moistened/ Cement slurry <input type="checkbox"/></p>
<p>BASE PLASTER</p>	<p>Mix & w/p compound Checked against specs <input type="checkbox"/></p>	<p>Coating/thickness As specified <input type="checkbox"/></p>	<p>Corners & edges sharp & at right angles lines & levels maintained <input type="checkbox"/></p>	<p>Surface moistened/ Cement slurry <input type="checkbox"/></p>
<p>TOP LAYER</p>	<p>Fixing of beading for grooves as per drawing <input type="checkbox"/></p>	<p>Lines and levels of grooves maintained <input type="checkbox"/></p>	<p>Mix as per specification <input type="checkbox"/></p>	<p>Texture of final surface <input type="checkbox"/></p>
<p>TOP LAYER</p>	<p>Washing of top layer <input type="checkbox"/></p>	<p>Washing with Acid (light) <input type="checkbox"/></p>	<p>Curing day <input type="checkbox"/></p>	<p>Texture of final surface <input type="checkbox"/></p>
<p>SIGNATURE:</p>	<p>DATE _____</p>	<p>SITE ENGR _____</p>	<p>DATE _____</p>	<p>SITE INCHARGE _____</p>
<p>CONTRACTOR</p>	<p>DATE _____</p>	<p>SITE ENGR _____</p>	<p>DATE _____</p>	<p>SITE INCHARGE _____</p>
		<p>W.O. Item _____</p>	<p>UNIT _____</p>	<p>QTY. _____</p>
		<p>DATE _____</p>	<p>DATE _____</p>	<p>DATE _____</p>


NAME OF PROJECT _____

CONTRACTOR		CHECK LIST FOR WASTE/SOIL/VENT PIPES ETC.			
CONTRACT NO. _____		DRAWING NO. _____	FLOOR NO. _____		
MATERIAL	<input type="checkbox"/> Make as specified	<input type="checkbox"/> Thickness/class as Specified	<input type="checkbox"/> Length & dia as specified	<input type="checkbox"/> No cracks or holes visible	
LAYOUT	<input type="checkbox"/> Space distribution & Alignment as specf.	<input type="checkbox"/> Plumb of vertical line Checked			
Fixing pipe & Fittings	<input type="checkbox"/> Qty available for pipes Fittings & jointing material as per size & fixing	<input type="checkbox"/> Cutting & jointing as Specified	<input type="checkbox"/> Fixing of fittings & Specials as specified	<input type="checkbox"/> Connection with corr. Internal networks.	<input type="checkbox"/> Temporary plugging
SMOKE TEST	<input type="checkbox"/> Open ends plugged	<input type="checkbox"/> Injection of smoke Pressure:	<input type="checkbox"/> No leakage of Smoke	<input type="checkbox"/> Section is OK	
SIGNATURE:				W.O. Item	UNIT
CONTRACTOR	DATE	SITE ENGR	DATE	SITE INCHARGE	DATE
					DATE
					DATE
					DATE
					DATE


NAME OF PROJECT _____

CONTRACTOR CONTRACT NO.	CHECK LIST FOR MOSAIC FLOORING LOCATION BLOCK _____ FLOOR _____ AREA _____	
LAYOUT	<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;"> <input type="checkbox"/> Sub base Prepared <input type="checkbox"/> Slope Provision checked </div> <div style="width: 20%;"> <input type="checkbox"/> Provision of Services checked </div> <div style="width: 20%;"> <input type="checkbox"/> Panelling (max size) Separator strips </div> <div style="width: 20%;"> <input type="checkbox"/> Level of Sub base checked </div> </div>	
BASE LAYER	<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;"> <input type="checkbox"/> Mix As specified <input type="checkbox"/> Evenness Checked </div> <div style="width: 20%;"> <input type="checkbox"/> Water/cement Slurry applied <input type="checkbox"/> Joints treatment If any, provided </div> <div style="width: 20%;"> <input type="checkbox"/> Cement concrete Thickness checked </div> <div style="width: 20%;"> <input type="checkbox"/> Ramming/leveling Compaction done </div> </div>	
TOP LAYER	<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;"> <input type="checkbox"/> Mix As specified </div> <div style="width: 20%;"> <input type="checkbox"/> Proper leveling Done </div> <div style="width: 20%;"> <input type="checkbox"/> Trowelling finish Proper </div> <div style="width: 20%;"> <input type="checkbox"/> Curing done </div> </div>	
FINISHING	<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;"> <input type="checkbox"/> Grinding </div> <div style="width: 20%;"> <input type="checkbox"/> Final g grinding </div> <div style="width: 20%;"> <input type="checkbox"/> Repair applied at grinding stages </div> <div style="width: 20%;"> <input type="checkbox"/> Polishing </div> </div>	
SIGNATURE: _____		W.O. Item UNIT QTY.
CONTRACTOR _____		DATE SITE INCHARGE DATE CONSULTANT DATE

NAME OF PROJECT _____

CONTRACTOR		CHECK LIST FOR GLAZED TILE FLOORING									
CONTRACT NO.		LOCATION BLOCK _____	FLOOR _____	AREA _____							
LAYOUT	Service provisions Sanitary, electrical	<input type="checkbox"/>	Fixing pattern	<input type="checkbox"/>	Level of base & dado Height market	<input type="checkbox"/>	Finish level Guide	<input type="checkbox"/>	Door & window frames in position	<input type="checkbox"/>	
	Mix	<input type="checkbox"/>	Thickness Layers	<input type="checkbox"/>	Watering / Cement slurry	<input type="checkbox"/>	Evenness	<input type="checkbox"/>	Verticality, corners At right angle	<input type="checkbox"/>	
	Moistening of tiles	<input type="checkbox"/>	Plan position of Cut pieces at corner	<input type="checkbox"/>	Cut to size Smooth edge	<input type="checkbox"/>	Chamfering of edges & edge Matching proper	<input type="checkbox"/>	Raking/jointing	<input type="checkbox"/>	
FINISHING	Cement slurry adhesive	<input type="checkbox"/>	Level & plumb Checked	<input type="checkbox"/>	No hollow sound On tapping	<input type="checkbox"/>					
	Grouting of joints	<input type="checkbox"/>	Curing of joints	<input type="checkbox"/>							
SIGNATURE:											
CONTRACTOR		DATE	SITE ENGR	DATE	SITE INCHARGE	DATE	CONSULTANT	DATE	W.O. Item	UNIT	QTY.

NAME OF PROJECT _____

CONTRACTOR	CHECK LIST FOR WATER BOUND MACADAM		
CONTRACT NO.	LOCATION: _____		
MATERIAL	Gradation as per specified	Crushing strength as specified	Nos of layers-----
Aggregate	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	Thickness of layers starting from subgrade.
SCREENINGS	Gradation as specified	Crushing strength As per specified	Waiting & rolling as specified
	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
MUROOM	Gradation as specified	Silt content as specified	Fill material
	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
LAYOUT	Alignment of central line as per Drawings and reference points	Marking of carriage Way edges as per drawing	Cross section levels of predecnent layer recorded
	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
WATER BOUND MACADAM	Templates placed of specified thickness	Placing, leveling of stone aggregate	Stone Screening spread as specified
	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
	Dry rolling as specified	Application of moorum as specified	Wet rolling/compaction as specified
	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
	Top cross section lands layer recorded		
SIGNATURE:			
CONTRACTOR	DATE	SITE ENGR	DATE
		SITE INCHARGE	DATE
		CONSULTANT	DATE
		UNIT	QTY.

