

ARYABHATTA RESEARCH INSITUTE OF OBSERVATIONAL SCIENCES MANORA PEAK,
NAINIT AL, UTTARAKHAND

(A GOVERNMENT OF INDIA ENTERPRISE)

No.

Dated: 14.05.07

1. Item Rate tenders are invited on behalf of **Aryabhata Research Institute of Observational Sciences (ARIES), Manora Peak, Nainital, Uttarakhand** from eligible contractors for the work of buildings at Devasthal (near Jarapani, dist. Nainital). *Sub-head: Construction of 130 cm telescope building, including Sanitary, Plumbing, & Development Works.*
- 1.1 The work is estimated to cost *Rs 25.00 lakhs*. This value, however, is only a rough estimate.

Criteria of eligibility for issue of tender documents:

- 1.2 Firms/Contractors who have been pre-qualified by Aryabhata Research Institute of Observational Sciences Manora Peak, Nainital, uttarakhand are eligible for issuance of tender document.
2. Agreement shall be drawn with the successful tenderer on prescribed format. Tenderers shall quote their rates as per various terms and conditions of the said forms, which will form the part of the agreement.
3. The time allowed for carrying out the work will be six (6) MONTHS from the FIFTEENTH (15th) day after the date of written orders to commence the work or from the date of handing over of the site, whichever is later.
4. The site for the work is available.
5. Tender Documents consisting of Notice Inviting Tender (NIT); Tender, Work Order & Agreement; General Rules & Directions, Conditions of Contract, Clauses of Contract, Special Conditions; Additional Conditions; Safety Code; Model Rules; Contractor's Labour Regulations; Proforma of Registers; Schedules (A to F); Schedule of Quantities (Civil Works & Electrical Works); Specifications; Appendix (Proforma for Cement Register, Sketch of Cement Godown, Sketch of Site Office) & Forms; together with any Addenda thereto and the proceedings of Pre-bid conference, if any, to be complied with by the contractor whose tender may be accepted and other necessary documents can be obtained from the office of the Administrative Officer, ARIES between 1100 Hrs to 1600 Hrs everyday except on Saturdays, Sundays and Public Holidays. Tender Documents will be issued from his office, during the hours specified above, on payment of following:

i) **Cost of Tender Document**

Rs. 1000/-(Non-refundable) in Cash or in the shape of Demand Draft/Pay Order drawn on any Nationalized Bank in favour of **Aryabhata Research Institute Of Observational Sciences Manora Peak, Nainital, Uttarakhand.**

ii) **Earnest Money**

The Contractor shall be required to deposit Earnest money of Rs. 50,000.00 (Rupees Fifty thousand) only in either of the following modes:

(a) Rs. 50,000.00(Rs. Fifty thousand) only in the shape of Demand Draft/Pay Order drawn on any Nationalized Bank in favour of Aryabhata Research Institute Of Observational Sciences Manora Peak, Nainital, Uttarakhand.

The contractor shall be required to deposit an amount equal 5% of the tendered value of the works as performance guarantee in the form of Demand Draft/Pay Order drawn on any Nationalized Bank in favour of Aryabhata Research Institute of Observational Sciences Manora Peak, Nainital, Uttarakhand payable at Nainital or in the form of irrevocable Bank Guarantee issued from any Nationalized Bank in favour of Aryabhata Research Institute of Observational Sciences Manora Peak, Nainital, Uttarakhand, within prescribed number of days of the issue of Letter of Intent. This period can be further extended by ARIES upto a maximum period of prescribed number of days on written request of the contractor.

The drawings pertaining to the works will be open for inspection by the tenderers at the office of, ARIES, Nainital.

6. Tenders, which should be placed in a sealed envelope, with the name of work and due date written on the envelopes, will be received by the Administrative Officer, or his authorized representative up to 1400 Hrs. on 04th June 2007 and will be opened by him or his authorized representative in his office on 06th June 2007 at 10.30 AM
7. The Earnest Money deposited in the form of Demand Draft/Pay Order drawn on any Nationalized Bank in favour of Aryabhata Research Institute Of Observational Sciences Manora Peak, Nainital, Uttarakhand payable at Nainital by the successful tenderer shall become part of security deposit. The Earnest Money of unsuccessful tenderers will be refunded within 120 days of opening of Tenders.
8. The description of the work is as follow:

Buildings at Devasthal near JadapaniDistt Nainital). *Sub-head: Construction of 130 cm telescope building, including Sanitary, & Development Works.*

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances, which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work

9. Director, ARIES on behalf of Aryabhata Research Institute Of Observational Sciences Manora Peak, Nainital, Uttarakhand does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all of the tenders received without assigning any reason. All tenders, in which any of the prescribed conditions is not fulfilled including that of conditional rebate put forth by the tenderer and/or are incomplete in any respect shall be summarily rejected.
10. 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.
11. ARIES reserves to themselves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
12. The contractor shall not be permitted to tender for works in ARIES. in case his near relative is posted in any capacity in ARIES or as an Executive in any other Divisionl Department of ARIES. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any person posted in any capacity in ARIES's Institutional Development or as an Executive in any other Divisionl Department of ARIES. In case of breach of this condition by the contractor, ARIES may in their discretion without prejudice to any other right or remedy available in law, cancel his/her contract and forfeit the said earnest money / security deposit as aforesaid.

NOTE: The term "near relatives" means wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

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

14. The tender for the works shall remain open for acceptance for a period of 90 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to ARIES, then ARIES shall, without prejudice to any other right or remedy be at liberty to forfeit the said earnest money as aforesaid.

15. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract together with any correspondence leading thereto consisting of the following:

- . Notice Inviting Tender (NIT);
- . Tender, Work Order & Agreement;
- . General Rules & Directions;
- . Conditions of Contract;
- . Clauses of Contract;
- . Special Conditions;
- . Additional Conditions;
- . Safety Code;
- . Model Rules;
- . Contractor's Labour Regulations;
- . Proforma of Registers;
- . Schedules (A to F);
- . Schedule of Quantities - (Civil Works & Electrical Works);
- . Specifications;
- . Appendix (Proforma for Cement Register, Sketch of cement godown & sketch of site office);
- .Forms;
- . Addenda, if any

16 For composite tender

16.1 The contractor may associate with him agencies of repute for the electrical works provided they submit detail credential , which shall be to the satisfaction of ARIES. The name of such agency along with relevant details shall be submitted to ARIES for their prior approval within one month of acceptance of the tender. The decision of ARIES shall be final towards acceptability of the associated agencies. It will be obligatory on the part of the tenderer to sign the tender documents for all the components.

Dated: 12.04.07

Administrative Officer
For & behalf of, ARIES
Nainital, Uttarakhand.

ARYABHATT A RESEARCH INSTITUTE OF OBSERVATIONAL SCIENCES MANORA
PEAK, NAINIT AL, UTTARAKHAND

(A GOVERNMENT OF INDIA ENTERPRISE)

Item Rate Tender & Contract for Works

(A) Tender for the work of : Building at DevasthalARIES.

Sub-head : Construction of 130 cm telescope building,
including Sanitary, Plumbing, & Development Works.

Location of the site : Devasthal near Jarapani, Nainital, Uttarakhand.

- (i) To be submitted by 14:00 Hours on 04th June 2007.

- (ii) To be opened in presence of tenderers who may be present at 15.00 Hours on 04th June 2007 in the office of Aryabhata Research Institute Of Observational Sciences Manora Peak, Nainital, Uttarakhand.

Issued to: -----

Signature of officer issuing the documents.....

Designation : Administrative Officer, ARIES

Date of issue : -----

TENDER

I/We have read and examined the Notice Inviting Tender (NIT); Tender, Work order & Agreement; General Rules & Directions, Conditions of Contract, Clauses of contract, Special Conditions; Additional Conditions; Safety Code; Model Rules; contractor's Labour Regulations; Proforma of Registers; Schedules (A to F); Schedule of quantities - (Civil Works & Electrical Works); Specifications; Appendix (Proforma for cement Register) & Forms; together with any Addenda, and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified by ARIES within the time specified in Schedule 'F', viz., Schedule of Quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in General Rules and Directions and in Clause 11 of the Clauses of Contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **ninety** (90) days from the due date of opening thereof and not to make any modifications in its terms and conditions.

A sum of Rs.50,000.00 has been deposited in shape of Demand Draft/Pay Order drawn on any Nationalized Bank in favour of Aryabhata Research Institute of Observational Sciences Manora Peak, Nainital, Uttarakhand payable at Nainital as earnest money. If I/We, fail to furnish the prescribed Performance Guarantee within prescribed period I/We agree that the ARIES shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further I/We fail to commence the work specified I/we agree that ARIES shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money and the Performance Guarantee absolutely, otherwise the said earnest money shall be retained by ARIES towards security deposit to execute all the works referred to in the Tender Documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage' mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in sub-clauses 12.2 and 12.3 under clauses of contract of the Tender Document.

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

I/We agree that should I/we fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender and performance guarantee shall be absolutely forfeited to the ARIES and the same may at the at the option of Director be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

Name of the contractor : -----

Signature of the contractor:-----

Postal address :-----

Dated-----

Witness :-----

Address :-----

Occupation:-----

Employer : Aryabhata Research Institute of Observational Sciences,
Manora Peak, Nainital, Uttarakhand.

Address for correspondence:Aryabhata Research Institute of Observational Sciences,
Manora Peak, Nainital, Uttarakhand.

Registered Office : Aryabhata Research Institute of Observational Sciences,
Manora Peak, Nainital, Uttarakhand.

Work Order No :	
Date of Issue :	
Contractor :	
Address :	
Reference :	Notice Inviting Tender dated ...14 Th May 2007

With reference to above, Aryabhata Research Institute Of Observational Sciences Manora Peak, Nainital, Uttarakhand is pleased to award the following referred work to *M/s.*

1. Tendered cost of the work.

Name of the work	Tendered Cost
Construction of building at Devasthal,near Jadapani Distt. Nainital . Sub-head : <i>Construction of 130 cm telescope building, including Sanitary, Plumbing, & Development Works</i>	Rs.

(Rupees.....only)

The exact value of work will be worked out & paid to you to the extent of work carried out as assigned & verified by Aryabhata Research Institute Of Observational Sciences Manora Peak, Nainital, Uttarakhand.

2 Terms and Conditions

(a) Following documents will form the part of this work order:

- . Notice Inviting Tender (NIT);
- . Tender, Work Order & Agreement
- . General Rules & Directions;
- . Conditions of Contract;
- . Clauses of Contract;
- . Special Conditions;
- . Additional Conditions;
- . Safety Code;
- . Model Rules;
- . Contractor's Labour Regulations;
- . Proforma of Registers;
- . Schedules (A to F);
- . Schedule of Quantities –(Civil Works & Electrical Works)
- . Specifications; (Civil Works & Electrical Works);
- . Appendix (Proforma for Cement Register);
- . Forms;
- . Addenda, if any; &
- . Your Tender dated.....
- . Your letter dated
- . Contract Agreement on non-judicial Stamp Paper of Rs. 100/- (Rupees One Hundred only)
- . Letter of Intent
- . This Work Order
- . List of acts & omissions for which fine can be imposed.

- b) Stipulated time of completion will be six months from the 15th day after the date of the issue of the letter of intent/work order or from the date of the handing over of the site which ever is later.

Other requirements

The work order shall be executed in accordance with the terms and conditions stated above and shall be deemed cancelled if any other terms and conditions are stated by the agency in the tender document but not incorporated herein.

FOR AND ON BEHALF OF ARY ABHATTA RESEARCH INSTITUTE OF OBSERV ATIONAL SCIENCES, MANORA PEAK, NAINITAL, UTTARAKHAND.

(Administrative Officer)

ARY ABHATTA RESEARCH INSTITUTE OF OBSERV ATIONAL SCIENCES MANORA PEAK, NAINITAL, UTTARAKHAND.

PLACE

DATED.....

Acknowledgement copy of the work order duly signed stamped and dated by the contractor(s) shall constitute firm acceptance of order in its entirety.

Accepted by :

Signature :

Dated :

THIS AGREEMENT IS made on theday of.....2007 between Aryabhata Research Institute Of Observational Sciences Manora Peak, Nainital, Uttarakhand, having their registered office at Manora Peak Nainital hereinafter called "the ARIES", of the one Part and.....(Name of Contractor) (hereinafter called "the Contractor") of the other Part.

WHEREAS the ARIES is desirous that certain works should be executed, viz. *Construction of 130 cm telescope building , including Sanitary, Plumbing, & Development Works* and has, by Work-Order datedaccepted the tender of the contractor for the execution, completion and maintenance of such Works. NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.
 - (i) this Form of Agreement;
 - (ii) the Notice Inviting Tender (NIT);
 - (iii) the Tender along with the Work-Order; thereof together with any correspondence leading thereto;
 - (iv) the General Rules & Directions, the Condition of Contract, the Clauses of Contract, the Special Conditions, Additional Conditions, together with .the Safety Code, the Model Rules, the Contractor's Labour Regulations and the Proforma of Registers;
 - (v) the Schedules A to F;
 - (vi) the priced Schedule of Quantities;
 - (vii) the General Specifications;
 - (viii) the Additional Specifications;
 - (ix) the Schedule of approved brand names;
 - (x) the AppendLx containing:
 - (a) Proforma of cement register
 - (b) Sketch of cement godown
 - (c) Sketch of site office
 - (xi) the Forms;
 - (xii) set of Tender drawings
 - (xiii) the Addenda, if any;

3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another.
4. In consideration of the payment to be made by the ARIES to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the ARIES to execute, complete and maintain the Works in conformity in all respects with the provisions of the Contract.
5. The ARIES hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the Works, the accepted tendered value at the times, and in the manner prescribed by the Contract.
6. Any dispute between the parties shall be subject to jurisdiction of Courts in Nainital.

IN WITNESS WHEREOF the parties have hereunto set their respective hands and seals, the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the said

By the said

NAME: _____

NAME: _____

On behalf of the contractor

On behalf of the ARIES

In the presence of :

In the presence of:

NAME: _____

NAME: _____

Adress: _____

Adress: _____

Remarks

- i) This form is included in the tender document only for the information of the tenders. Only the successful tenderer will in due course be required to complete this form.*
- ii) Stamp duty of this agreement will be borne by the successful tenderer.*
- iii) The bond is to be submitted separately by the successful tenderer on a non-judicial stamp paper of Rs. 100/- (one hundred only).*

General Rules & Directions

1. All work proposed for execution by contract will be notified in a form of invitation to tender and signed by the officer inviting tender.

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

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a Power-of attorney authorising him/her to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners: except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the Schedule of Quantities form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work' specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional or un-conditional rebates, will be summarily rejected. Tender shall have the name of the work to which they refer, written on the envelope.

The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and less and considering more than fifty paise as rupee one.

Percentage rate will not be considered.

5. The officer inviting tender or his duly authorised representative, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in para of General Rules & Directions. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same, without any interest.

6. The officer inviting tenders on behalf of Director ARIES shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender without assigning any reasons.
7. The receipt for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractors shall be responsible for ensuring that he procures a receipt signed by the authorised representative of the officer inviting tender or a duly authorised Cashier
8. If a tender document is issued to an intending tenderer without certain blanks of the form having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
9. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.
10. In the tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates 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 unless otherwise proved be taken as correct and not the amount.
11. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provided satisfactory explanation such a tender is liable to be disqualified and rejected.
12. All rates shall be quoted on the Schedule of Quantities form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation 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 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. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in Schedule of Quantities, the word 'only' should be written closely, following the amount and it should not be written in the next line.

- 13(a) The contractor whose tender is accepted, will be required to furnish Performance Guarantee of 5% (five percent) of the tendered amount within specified period. This guarantee shall be in the form of Demand Draft/Pay Order drawn on any Nationalized Bank in favour of Aryabhata Research Institute Of Observational Sciences Manora Peak, Nainital, Uttarakhand payable at Nainital or in the shape of irrevocable Bank Guarantee issued from any Nationalized Bank in favour of Aryabhata Research Institute Of Observational Sciences Manora Peak, Nainital, Uttarakhand.
- (b) The contractor whose tender is accepted, will be required to furnish by way of Security Deposit for the fulfillment of his contract. an amount equal to 5% of the tendered value of the work. The Security Deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited in Demand Draft / Pay Order at the time of tenders, will be treated as a part of the Security Deposit. The Security amount will be accepted in the shape of Demand Draft/Pay Order in favour of Aryabhata Research Institute Of Observational Sciences Manora Peak, Nainital, Uttarakhand drawn on any Nationalized Bank in Nainital.
- (c) After the certified physical completion of work, if the contractor desires, an amount equal to 50% of Security Deposit could be released against a Bank Guarantee of an equivalent amount.
14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from ARIES shall be communicated in writing to the Administrative Officer, ARIES
15. Sales-tax, purchase tax, turnover tax, octroi, state work tax, statutory tax, Service tax or any other tax on materials in respect of this contract shall be payable by the Contractor and ARIES will not entertain any claim whatsoever in respect of the same.
16. The contractor shall give a list of ARIES employees related to him/her, if any.
17. All witnesses and sureties shall be persons of status and v.probity and their full names, occupations and addresses shall be stated below their signatures.

The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

18. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and ARIES may in their discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him/her of the provisions of the said Act.

19. Addenda

Amendment to the Tender Documents

- 19.1 At any time prior to the deadline for submission of tenders, ARIES may, for any reason, whether at their own initiative or in response to clarifications requested by prospective tenderers modify the tender document by issuing Addenda.
- 19.2 Such Addenda will be sent in writing to all prospective tenderers who have received the tender documents and will be binding on them. The tenderers shall duly sign and return the copy of the Addenda along with their tender which shall form a part of their tender.
- 19.3 In order to afford prospective tenderers reasonable time in which to take such Addenda into account in preparing their tenders, ARIES may at their discretion extend the deadline for the submission of tenders.
- 19.4 No alteration whatsoever may be made in the text of the tender form by the tenderer; any No alteration whatsoever may be made in the text of the tender form by the tenderer; any bound up with other documents, so that the tenderer may know what their liabilities and duties are and the entire tender form should be submitted to ARIES while submitting the tender.
- 20 DELETED.
- 21 The procedure for sanction of extra/substituted items shall be as follows:
 - 21.1 The Contractor shall initiate the process for submission of details of extra items/substituted items likely to occur in the work, along with complete justifications; on receipt of drawings, but prior to execution of work.
 - 21.2 The extra/substituted item shall then be examined for admissibility by Project Engineer ARIES & forwarded to Architect, if admissible.
 - 21.3 In case there are any observations on.. the details/justification of the extra/substituted items, the ARIES shall seek clarifications within 7 days of receipt of extra/substituted items from the Project Engineer ARIES. The Architects shall convey the approval in principle of extra/substituted items to Project Engineer ARIES, within 15 days on receipt of full justification & reasons, upon which the execution of items of work (extra/substituted items) shall commence at site.

- 21.4 On receipt of the approval as stated in para 22.3; the details of rates of extra/substituted items statements shall be provided by the Contractor to the Project Engineer ARIES along with full justifications, vouchers/bills.
- 21.5 The rate for such items shall be processed & recommended by Project Engineer ARIES in accordance with the provisions of Contract.
- 21.6 On receipt of extra/substituted statements & their rates from the Project Engineer ARIES; the competent authority of ARIES will accord his approval to the extra items/substituted items.
- 21.7 The ARIES through the Project Engineer will intimate the rate to the Contractor.
- 21.8 The rates of the extra items / substituted items shall be governed as follows:

21.8.1 On commencement/execution of items of work (extra items / substituted items), as mentioned under Clause 12, of clauses of contract, the Contractor will be paid tentatively as follows:

Description	Payable Rate
Scheduled Rate Items	75% of the rate as proposed by project engineer.
Non-Scheduled Rate Items	50% of the rate as proposed by project engineer.

21.8.2 On approval of rates of the items (extra items / substituted items) by ARIES, the contractor shall be paid full 100% rates.

22 In case of deviations in the quantities of various items included in the Schedule of quantities of the contract, the following procedure shall be followed:

22.1 For deviations in quantities upto 10% increase of works above foundation & plinth, and 25% increase of works in foundation and plinth, the Project Engineer ARIES shall have authority to certify the payment to the Contractor.

22.2 In case deviations in quantities exceed the limits set out in 22.1 above, the payment of deviation in quantities shall be governed as follows:

22.2.1 The Deviation statement shall be initiated by Project Engineer ARIES and forwarded to competent authority of ARIES in accordance with the provisions of relevant clauses of contract.

22.2.2 On receipt of deviation statement from Project Engineer ARIES, the competent authority of ARIES will accord his approval to the deviation statement.

22.2.3 In the meantime, the Contractor will be paid 75% of the deviated amount proposed by Project Engineer ARIES. On approval of deviation statement by the competent authority of ARIES, the Contractor shall be paid full 100% rates.

Conditions of Contract

- Definitions:**
1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the Administrative Officer ARIES on behalf of the ARIES 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 Architects or their authorised representative and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - i) The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii) The **Site** shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which 'may be allotted or used for the purpose of carrying out the contract.
 - iii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - iv) The **Owner** shall mean the Aryabhata Research Institute of Observational Sciences Manora Peak, Nainital, Uttarakhand represented by Director, ARIES, which expression shall, wherever the context so demands or requires, include his successors and permitted assigns.
 - v) **Director (Technical)** means the Director Evaluation Committee who in turn will be authorized to see that the works are Strictly Carried out as per terms of contract & if any short coming are found that will be communicated to the Architects & in turn to the Director of the Institute Aryabhata Research Institute Of Observational Sciences Manora Peak, Nainital, Uttarakhand.
 - vi) **Administrative Officer ARIES** means the Officers Authorized to accept the Tender on behalf of the Institute.
 - vii) The **Project Engineer ARIES**, means the Engineering Officer -in-charge of the work at site or his authorized representative.
 - viii) **Site Engineer** means the Authorized Representative of the Project Engineer.

- ix) **ARIES** shall mean the Aryabhata Research Institute of Observational Sciences Manora Peak, Nainital, Uttarakhand, A Govt. of India Enterprise under the Ministry of Science & Technology and having their registered office at Manora Peak, Nainital, Uttarakhand.
- x) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'.
- xi) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Owner of the part of the works in respect of which a certificate of completion has been issued; or a cause solely due to faulty design of works.
- xii) **Market Rate** shall be the rate as decided by ARIES on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F', to cover all overheads and profits.
- xiii) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.
- xiv) **Department** means Engineering Department Aryabhata Research Institute Of Observational Sciences Manora Peak, Nainital, Uttarakhand (ARIES) which invites tenders on behalf of owner as specified in Schedule 'F'.
- xv) **District Specification** means the specifications followed by the State Government in the area where the work is to be executed.
- xvi) **Tendered value** means the value of the entire work as 'Stipulated in the Work Order.

Scope and Performance

- 3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa .
- 4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract .
- 5. The contractor shall be furnished, one .certified copy of the contract documents together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

Works to be Carried out

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

Sufficiency of the Tender

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

Discrepancies and adjustments of error

8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
 - 8.1 In the case of discrepancy between the Schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:
 - i) Description of the nomenclature of items of Schedule of Quantities.
 - ii) Particular Specifications.
 - iii) Special Conditions.
 - iv) Drawings
 - v) C.P.W.D. Specifications.
 - vi) Indian Standard Specifications of Bureau of Indian Standard.

- 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or relieve the Contractor from the execution of the whole or, any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Signing of contract

- 9 The Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract together with any correspondence leading thereto consisting of the following:

- . Notice Inviting Tender (NIT);
- . Tender, Work Order & Agreement;
- . General Rules & Directions;
- . Conditions of Contract;
- . Clauses of Contract;
- . Special Conditions;
- . Additional Conditions;
- . Safety Code;
- . Model Rules;
- . Contractor's Labour Regulations;
- . Proforma of Registers;
- . Schedules (A to F);
- . Schedule of Quantities - (Civil Works & Electrical Works);
- Specifications;
- . Appendix (Proforma for Cement Register, Sketch of Cement Godown & Sketch of Site Office);
- . Forms;
- . Addenda. if any.

Clauses of Contract

CLAUSE 1

Performance Guarantee

- i) The contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 5% (five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and *I* or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issuance of letter of intent. This period can be further extended by the Administrative Officer ARIES up to a maximum period as specified in Schedule 'F' on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the ARIES. This guarantee shall be in the form of Demand Draft Pay Order drawn on any Nationalized Bank in favour of Aryabhata Research Institute Of Observational Sciences Manora Peak, Nainital, Uttarakhand payable at Nainital or in the form of Bank Guarantee issued from any Nationalized Bank in favour of Aryabhata Research Institute Of Observational Sciences Manora Peak, Nainital, Uttarakhand in accordance with the form annexed hereto.
- ii) A letter of intent shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and the work . Order shall be issued only after the Performance Guarantee in any of the prescribed form is received. In case of failure by the contractor to furnish the performance guarantee within the specified period, ARIES shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.
- iii) The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. Performance guarantee will be released after completion of Defect liability period (DLP).
- iv) The ARIES shall not make a claim under the performance guarantee except for amounts to which ARIES is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the ARIES may claim the full amount of the Performance Guarantee.

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

- v) In the event of the contract being determined or rescinded under provision of any of the clause 1 condition of the agreement, the Performance Guarantee shall stand, forfeited in full and shall be absolutely at the disposal of the ARIES.

CLAUSE 1 A

Recovery of security deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit ARIES at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by ARIES by way of Security Deposit unless *he/* they has /have deposited the amount of Security at the rate mentioned above in the form of cash or in the shape of Demand Draft /Pay Order drawn on any Nationalized Bank in favour of Aryabhata Research Institute Of Observational Sciences Manora Peak, Nainital, Uttarakhand payable at Nainital or in form of Bank Guarantee issued from any Nationalized Bank in favour of Aryabhata Research Institute Of Observational Sciences, Manora Peak, Nainital, Uttarakhand.

After the certified physical completion of work, if the contractor desires, an amount equal to 50% of Security Deposit could be released against a Bank Guarantee of an equivalent amount.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by ARIES on any account whatsoever and. the event of his Security Deposit being reduced by reason; of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in the form of cash or in the shape of Demand Draft/Pay Order drawn on any Nationalized Bank in favour of Aryabhata Research Institute Of Observational Sciences Manora Peak, Nainital, Uttarakhand. payable at Nainital or in form of Bank Guarantee issued from any Nationalized Bank in favour of Aryabhata Research Institute Of Observational Sciences Manora Peak, Nainital, Uttarakhand.

The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money if deposited in cash or in the shape of Demand Draft/Pay Order drawn on any Nationalized Bank in favour of Aryabhata Research Institute Of Observational Sciences Manora Peak, Nainital, Uttarakhand payable at Nainital at the .time of tenders will be treated a part of the Security Deposit.

CLAUSE 2

Compensation for delay

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

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

Compensation for delay of	@1.5% per month of delay to be
Work.	Computed on per day basis.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to 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, including for running bills under this or any other contract 'with the ARIES.

CLAUSE 2 A

Incentive for early completion

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

CLAUSE 3

When contract can be determined

Subject to other provisions contained in this clause the Director 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 Project Engineer ARIES 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 unworkmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii)** If the contractor being a Company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii)** 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 Project Engineer ARIES (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 Project Engineer ARIES.
- iv)** 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 with in .the period specified in a notice given in writing in that behalf by the Project Engineer ARIES.
- v)** 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 Project Engineer ARIES.
- vi)** If the contractor commits any acts mentioned in Clause 21 of Clauses of Contract hereof.
- vii)** If the work is not started by the contractor within 1/8th of the stipulated time.

When the contractor has made himself liable for action under any of the cases aforesaid, the Administrative Officer on behalf of the Owner shall have powers:

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Director, ARIES shall be conclusive evidence). Upon such determination or rescission, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the ARIES.
 - b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work
- viii) In the event of above course(s) being adopted by the Project Engineer! Director ,ARIES, 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 to Project Engineer ARIES has certified' in writing the performance of such work and the value payable in. respect thereof and he shall only be entitled to be paid the .value so certified.

CLAUSE 3 A

When contract can be determined

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either. party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

CLAUSE 4

Contractor liable to pay Compensation

even if action not taken under Clause 3

In any case in which any of the powers conferred upon the Project Engineer ARIES by Clause-3 of Clauses of Contract 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 Project Engineer ARIES 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 Project Engineer . ARIES 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 Project Engineer ARIES) 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 Project Engineer ARIES, whose certificate thereof shall be final, and binding on the' contractor, otherwise the Project Engineer ARIES by notice in writing may order the contractor or his Engineer, 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 Project Engineer ARIES 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 Project Engineer ARIES 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.

CLAUSE 5

Time and Extension for Delay

The time allowed for execution of the works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the .contract. The execution of the works shall commence in such time period as mentioned in Schedule 'F'. If the Contractor commits default in commencing the execution of the work as aforesaid, ARIES shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & Performance Guarantee absolutely.

- 5.1 As soon as possible, but not later than 4 weeks after the Contract is awarded the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the ARIES,. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items. of the works. It shall indicate the forecast of the dates of commencement and completion' of various trades of sections of the work and may be amended as necessary by agreement between the Project Engineer ARIES and the Contractor within the limitations 6f time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestones given in Schedule 'F'".

5.2 If the work(s) be delayed by:

- i) force majeure, or
- ii) abnormally bad weather. Or
- iii) serious loss or damage by fire, or
- iv) civil commotion, local commotion of workmen,

strike or lockout, affecting any of the trades

employed on the work, or

- v) delay on the part of other contractors or tradesmen engaged by Project Engineer ARIES in executing work not forming part of the Contract, or
- vi) any other cause which, in the absolute discretion of the authority mentioned in Schedule 'F' 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 Project Engineer ARIES 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 Project Engineer ARIES to proceed with the works.

- 5.3 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within seven days of the happening of the event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 5.4 If any such 'case the authority mentioned in Schedule 'F may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension shall be communicated. to the Contractor by the Project Engineer ARIES in writing, within 1 month 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 Project Engineer ARIES and this shall be binding on the contractor. However, under no circumstances, the contractor shall be entitled to any claim of financial damage, whatsoever.

CLAUSE 6

Measurement of work done

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

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

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

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Project Engineer ARIES or his representative, Project Engineer ARIES and the ARIES shall not entertain any claim from contractor for any loss or damages on this account.

If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Project Engineer ARIES or his representative shall be deemed to be accepted by the Contractor.

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

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

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

Project Engineer ARIES or his authorised representative may cause either themselves or through another officer of the ARIES to check, the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of

measurements or levels.

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

CLAUSE 7

Payment on Intermediate

Certificate to be Regarded as Advances

The interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the ARIES in triplicate on or before the date of every month fixed for the same by the Project Engineer ARIES. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Project Engineer ARIES shall arrange to have the bill verified by taking or causing to be taken. Where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Project Engineer ARIES shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Project Engineer ARIES certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Project Engineer ARIES. The amount admissible shall be paid by 15th working day after the day of presentation of the bill by the Contractor to the Project Engineer ARIES or his authorised representative together with the account of the dismantled materials, if any, In the case of works outside the headquarters of the Project Engineer ARIES the period of fifteen working days will be extended to 20th working day.

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

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

CLAUSE 8

Completion Certificate and Completion Plans

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

CLAUSE 8A

Contractor to Keep Site Clean

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

CLAUSE 8 B

Completion Plans to be Submitted by the Contractor

The contractor shall submit a set of completion plan/drawings along with tracing or soft copy on CD, showing the following:

- i) Sewer lines with location of manholes, diameter of pipes and their invert levels.
- ii) All internal and external water supply lines with diameters in different colours.
- iii) The layout of all electrical conduits and cabling.
- iv) Earthing system.
- v) External lighting and street lighting.
- vi) Electrical systems.

The completion drawing, should comply with, *General Specifications for Electrical works (Part-I, Internal) 1994, (Part I/, External) 1995, (Part - IV, Stub-station) - 1982, & (Part - VI, Fire Alarm System) -1988, Code of Practice (Fire Alann.System1988) and Indian Electricity Rules 1956, & as per bye-laws laid down by local Electricity Department and Indian Electricity Act 1910 as amended up to date* as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs. 62500.00 (Rupees Sixty two Thousand five hundred only) as may be fixed by the ARIES and in this respect the decision of the ARIES shall be final and binding on the contractor.

CLAUSE 9

Payment of Final Bill

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

CLAUSE 9 A Deleted

Payment of Contractor's

Bill to Banks

CLAUSE 10 Deleted

Materials supplied by ARIES

CLAUSE 10 A

**Material to be provided by
the Contractor**

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

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

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

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

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

CLAUSE 10 B

Secured Advance on

Non perishable materials

i) The contractor, on signing an indenture in the form to be specified

by the ARIES, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials which are in the opinion of the Project Engineer ARIES non perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought, on the site in connection there with and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Project Engineer ARIES provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Project Engineer ARIES 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.

Mobilization advance

ii) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case the contractor shall execute a Bank Guarantee Bond from a Scheduled Nationalized Bank as specified by the ARIES for the full amount before such advance is released. Such advance shall be in Two or More installments to be determined by the ARIES at their absolute discretion. The first installment of such advance shall be released by the ARIES to the contractor on a request made by the contractor to the Project Engineer, ARIES in this behalf.

The second and subsequent installments shall be released by the ARIES only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Project Engineer, ARIES.

Plant, machinery & shuttering

materials advance

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

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

- (i) Leasing company which gives certificate of agreeing to lease equipment to the contractor.
- ii) Project Engineer, ARIES, and
- iii) The Contractor.

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

The contractor shall insure the Plant & Machinery for which mobilisation advance is sought and given. for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insures will be borne by the contractor.

Interest & Recovery

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

v)If the circumstances are considered reasonable by the Project Engineer ARIES, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilisation advance and plant and equipment advance may be extended in the discretion of the ARIES.

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

CLAUSE 10 C

Deleted

Payment on Account

.of Increase in Prices/wages

due to Statutory . Order (S)

Clause 10 CA

Deleted

**Payment due to
Increase/decrease in
Prices of cement
and steel reinforcement
months after receipt of tender**

CLAUSE 10 CC (Deleted)

**Payment due to Increase/ Decrease
in Prices of materials after Receipt of
Tender for Work
(Time Period more than 6 months)**

CLAUSE 10 D

**Dismantled Material ARIES/
Government Property**

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

CLAUSE 11

**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 workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned by the Project Engineer ARIES and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department

specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or; Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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

CLAUSE 12

Deviations/Alterations Extent

And Pricing

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

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

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

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

12.1.2 Rates for such altered, additional or substituted work shall be determined by the Project Engineer ARIES as follows:

- i) If the rate for altered, additional or substituted items at the same rate. In the case of composite tenders, where two or more Schedule of Quantities may form part of the contract, the applicable rate shall be taken from the Schedule of Quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other Schedules of Quantities.
- ii) If the rate for any altered, additional or substituted item of work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedule of quantities form part of the contract, the rate shall be derived from the nearest similar item in the Schedule of Quantities of the particular part of works in which the deviation is involved failing that from the lowest of the nearest similar items in other Schedule of Quantities.
- iii) If the rate for altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i) and (ii) above, then such item of works shall be carried out at the rate entered in Schedule of Rates mentioned in Schedule IF' plus/minus the percentage by which the tendered amount of the works actually awarded is higher or lower than the corresponding estimated amount of the works actually awarded.
- iv) If the rate for any altered, additional or substitute. item of work cannot be determined in the manner specified in sub para (i) to (iii) above, then the rate for such item of work shall be derived from the. Schedule of Rates specified in sub-para (iii) above plus/minus the percentage mentioned in that subpara. In the case of materials issued by the ARIES, issue rates of materials with storage charges recovered, enhanced, by two and half percent for profits and overheads shall be adopted in place of schedule of rates plus percentage specified in subpara (iii). Provided always that if rate(s) for part(s) of the item(s) are not available in the Schedule of Rates specified above, rate for part(s) of such Items shall be determined on the basis of market rate(s) prevailing during the fortnight following the date of the order plus profit and overheads as mentioned in Schedule 'F'.
- v) If the rate for any altered, additional or substituted Item of work cannot be determined in the manner specified in subparts (i) to (iv) above, the contractor shall, within 15 days of the date of receipt of the order to carry out the said work, inform the Project Engineer ARIES of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Project Engineer ARIES shall, within three months thereafter, after giving due consideration to the rate claimed by the contractor, determine the rate on the basis of market rate(s)

In the event of the contractor failing to inform the Project Engineer ARIES within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Project Engineer ARIES on the basis of market rate(s).

- vi (A) Except in case of items relating to foundations as it exists at the time of commencement of work (see vi B) below provisions contained in sub clauses (i) to (v) 'above shall not apply to contract, altered or substituted items as individually exceed the deviation limit specified in schedule 'F' subject to the following:

(a) Deviation limit shall apply to individual Items.

(b) The value of additions of items, of any individual trade not already included in the contract, shall not exceed 10% of the Tendered value of work, subject to overall deviation limit as provided in, vi A) above.

Provided further that in case where the original item is substituted, the Substituted Item shall be deemed to have replaced the original item in the contract itself to that extent and above provisions pertaining to the deviations shall apply with respect to such Substituted Item and not the original item.

vi(B) In case of items relating to foundations as it exists at the, time of commencement of work, quantities of which may change due to site conditions, provisions contained in sub-Clause (i) to (v) above shall not apply to:

(a) Value of any Item of any individual trade which exceed by more than the percentage mentioned in Schedule 'F' of the value of that trade, included in the contract, as a whole, unless the contractor and the Project Engineer ARIES agree to a higher percentage of any particular item.

(b) The value of item not included in the contract in excess of 10% of the tendered value of work

NOTE: Individual trade means the Sub-heads into which the schedule of quantities as provided in the contract has been divided. and in the absence of any such provision in the contract the sub-heads as given in the schedule of rates.

12.2

Deviation, Deviated

quantities, pricing

In the case of contract items, substituted items, contract cum substituted items or additional items which exceed the limits laid down in sub para (vi) of condition 12.1.2 above, the contractor may within fifteen days of receipt of order or occurrence of the excess claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed

are in excess of the rates specified in the schedule of quantities of those derived in accordance with the provisions of sub-para (i) to (iv) of condition 12.1.2 by more than five percent, the Project Engineer ARIES shall within three months of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and if the rates so determined exceed the rates specified in the schedule of quantities or those derived in accordance with the provisions of sub paras (i) to (iv) of condition 12.1.2 by more than five percent, the contractor shall be paid in accordance with the rates so determined. In the event of the contractor failing to claim revision of rates within the stipulated period, or if the rates determined by the Project Engineer ARIES within the period of three months of receipt of the claims supported by analysis are within five per cent of the rates specified in the schedule of quantities or of those determined in accordance with the provisions of sub para (i) to

(iv) of condition

12.1.2, the Project Engineer ARIES shall make payment at the rates as specified in the " schedule of quantities or those already determined under sub para (i) to (iv) of condition 12.1.2 for the quantities in excess of the limits laid down in sub para (vi) of condition 12.1.2.

12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in sub para (vi) of condition 12.1.2 provided that such decrease is more than five per cent of rates specified in the schedule of quantities or of those derived in accordance with the provisions of sub para (i) to (iv) of condition 12.1.2 and the Project Engineer ARIES shall after giving notice to the contractor within two months of receipt of order by the contractor or occurrence of the excess and after taking into consideration any reply received from him within fifteen days of receipt of the notice revise the rates for the work in question within two months of expiry of the said period of fifteen days having regard to the market rates.

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

12.5 For the purpose of operation of clause 12.1.2 (iv) the following works shall be treated as works relating to foundation.

- i) For buildings, compound walls plinth level or 1.2 meters (4 feet) above ground level whichever is lower excluding items of flooring and D.P.C. but including base concrete below the floor.
- ii) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs the bed of floor level.
- iii) For retaining walls where floor level is not determinate 1.2 metres above the average ground level or bed level.

iv) For road all items of excavation and filling including treatment of sub-base.

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

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CLAUSE 13
Foreclosure of Contract due to
Abandonment or Reduction
in Scope of Work

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

The contractor shall be paid at contract rates full amount for works executed at site. Provided always that against any payments due to the contractor, on this account or otherwise, the ARIES shall be entitled' to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the ARIES from the contractor under the terms of the contract.

- i) ARIES shall have 'the option to take over contractor's materials or any part there of either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, ARIES shall be bound to take, over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by ARIES cost of such materials as detailed by Project Engineer ARIES shall be paid. The cost shall, however taken into account purchase prise, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- ii) The contractor shall remove from the sire all construction plant and shall give similar facilities to his sub-contractors to do so. Nothing extra shall be payable to the contractor on this account.

CLAUSE 14

Cancellation of contract in full or part

If contractor:

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- i) at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Project Engineer ARIES; or
- ii) commits default to 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 Project Engineer ARIES; or

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l dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Project Engineer ARIES'; or

iv) shall offer or give or agree to give to any person in ARIES service or to any other person on his behalf any gift or consideration of any kind as an inducement, or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for ARIES; or

v) shall enter into a contract with ARIES 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 Accepting Authority/ Project Engineer ARIES; or

vi) shall obtain a contract with ARIES as a result of wrong tendering or other non-bona fide method of competitive tendering; or

vii) being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit 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

viii) 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

ix) shall suffer an execution being levied on his goods and' allow it to be continued for a period of 21 days; or

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

The Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to ARIES, by a notice in writing to cancel the contract as a whole or only such Items of work in default from the Contract.

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Project Engineer ARIES shall have the right to sell any or an of the

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ts, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sum due from the contractor under the contract and if there after there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to ARIES and unsold materials, constructional plant, etc., shall be returned to the contractor, provided always that if cost or anticipated cost of completion by ARIES 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.

u **CLAUSE 15**

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u **Suspension of work**

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

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

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

c) for safety of the works or part thereof.

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

ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above, the contractor shall be entitled to an extension of time, equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;

iii) If the works or part thereof is suspended on the orders of the Project Engineer ARIES for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Project Engineer ARIES requiring permission within fifteen days from receipt by the Project Engineer ARIES of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by ARIES or where it affects the whole of works, as an abandonment of the works by ARIES, shall within 10 days of expiry of such

o' the Project Engineer' ARIES. In the event, of the contractor treating the suspension as an abandonment of the contract by ARIES , he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of. the abandonment.

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1 **CLAUSE 16**

5 **Action in case work not done as per specifications:**

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All works under in course of execution or executed inuance of the contract shall at all time be open .and accessible to the inspection by the Project Engineer ARIES, his authorised subordinates in charge of the work, Architect ARIES, senior officers of the ARIES, and the contractor shall at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractors, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing , present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.

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If it shall appear to the Project Engineer ARIES or his authorised subordinates in charge of the work, or the Architect ARIES or any other officer of the Owner, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within six months of the completion of the work from the Project Engineer ARIES specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Project Engineer ARIES, in his demand aforesaid, then the contractor shall be liable to pay' compensation at the same rate as under Clause 2 of the Clauses of Contract (for non-completion of the work in time) for this default.

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

CLAUSE 17

Contractor Liable for Damages,

defects During Maintenance Period

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If the contractor or his 'working people or servants shall break, deface, injure or destroy any part of buildingn which they may be working, or any building, roads, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees,' grass or grassland, or cultivated ground contiguous to the premises on ,which the work

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being executed, or if any damage shall happen to the work while in progress, from any cause if any defect, shrinkage or other faults in the work within twelve months after a certificate final or otherwise of its completion shall have been given by the Project Engineer ARIES as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default of the Project Engineer ARIES cause the same to be made good by other workman and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

CLAUSE 18

Contractor to Supply

Tools & Plants etc.

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

CLAUSE 18 A

Recovery of compensation paid to workmen

In every case in which by virtue of the Provisions subsection (1) of Section 12, of the Workmen's Compensation Act, 1923, ARIES is obliged to pay compensation to a Workman employed by the contractor, in execution of the works, ARIES will recover from the contractor the amount of the compensation so paid; and, without prejudice to the rights of ARIES under sub-section (2) of Section 12, of the said Act, ARIES shall be at liberty to

recover such amount or any part thereof by deducting it from the security deposit or from any sum due by ARIES to the contractor whether under this contract or otherwise. ARIES shall not be bound to contest any claim made against it under subsection (1) Section 12, of the said Act, except on the written request of the contractor and upon his giving to ARIES full security for all costs for which ARIES might become liable in consequence of contesting such claim.

CLAUSE 18 B

Ensuring payment and amenities to works if contractor fails

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

CLAUSE 19

Labour laws to be complied by the contractor

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

Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant not execution of the work.

CLAUSE 19 A

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

CLAUSE 19 B

Payment of Wages:

Payment of Wages

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

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

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

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

- b) Under the provisions of Minimum Wages (Central Rules 1950) the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for six days continuous work and pay wages at the same rate as for duty. In the event of default the Project Engineer ARIES shall have the right to deduct

the sum or sums not paid: on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Project Engineer ARIES concerned.

In such cases where the wages notified are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

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

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

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

viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise,""

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

CLAUSE 19 C

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

CLAUSE 19 D

The contractor shall submit by the 4th and 19th of every month to the Project Engineer ARIES a true statement showing in respect of the second half of the preceding month

and first half of the current month respectively.

- (1) The number of labourers employed by him.
- (2) The working hours
- (3) The wages paid to them
- (4) The accidents occurred during the said fortnight showing the circumstances
Under which they happened and extent of damage and enjourny caused by them and
- (5) The number of female workers who have been allowed maternity benefit according to clause 19F and the amount paid to them.

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

CLAUSE 19E

In respect of all labour directly or indirectly employed in the works binding on the contractor for the performance of the contractor's part of this contract the contractor shall comply with or caused to be complied with all the rules framed by the Government from time to time for. the protection.

CLAUSE 19 F

Leave and pay during leave shall be regulated as health and sanitary arrangements

For workers employed by ARIES as follows:

1. Leave

- i) In the case of delivery – maternity leave not exceeding 4 weeks. 4 weeks up to and including the day of delivery and 4 weeks following the day.
- ii) The cause of miscarriage – upto 3 weeks from the date of miscarriage.

2. Pay

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

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

3 Conditions for the grant of Maternity Leave:

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

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

CLAUSE 19 G

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

Should it appear to the Project Engineer ARIES that the contractor(s) is/are not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Project Engineer ARIES shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice

If the contractor(s) shall fail within the period specified in the notice to comply with and / observe the said Rules and to provide the amenities to the work- people as aforesaid, the Project Engineer ARIES shall have the power to provide the amenities Herein before mentioned at the cost of contractors. The contractor(s) shall erect, make and maintain ~t his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Project Engineer' ARIES shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements to be remodeled and or reconstructed according to approved standards, and if .the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified .in the notice, Project Engineer ARIES. shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19 H

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

i) a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer
b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.

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

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

ii) a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Project Engineer ARIES.

In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be kutchra but plastered with mud gobi and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Project Engineer ARIES and the contractor shall ensure that throughout the period of their occupation the roofs remain water-tight.

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

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

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

iii) Water supply - The contractor(s)
iii) Water Supply - The contractor shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for

water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to his/their labour camp from the existing mains wherever available, and shall pay all fees and charges therefor. For Electricity and water supply which may be supplied by ARIES and charges will be metered and paid by the constructions Agencies to ARIES as levied by the local bodies.

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

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

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

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

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

CLAUSE 19 I

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

CLAUSE 19 J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by any body unauthorized during. construction, and is handed over to the Project Engineer ARIES with vacant possession of complete building. If such building though completed is occupied illegally, then the Project Engineer ARIES shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay a levy up to 5% of tendered value of work may be imposed by the ARIES whose decision

shall be final both with regard to the justification and quantum and be binding on the contractor.

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

CLAUSE 20

Minimum wages act to be complied with

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

CLAUSE 21

Work not to be sublet. Action in case of insolvency

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

CLAUSE 22

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

CLAUSE 23

Change in firms constitution to be intimated

Where the contractor is a partnership firm, the previous approval in writing of the ARIES 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 the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause-21 of Clauses of Contract hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause-21 of Clauses of Contract.

CLAUSE 24

Direction for execution of works

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

CLAUSE 25

Settlement of dispute and arbitration

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

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

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

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

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

It is also a term of this contract that no person other than a person appointed by Director, as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of the contract that if the contractor does not make any demand for appointment

of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Project Engineer ARIES that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the ARIES shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provision\$ of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re enactment thereof and the rules made there under and for the time being in force' shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the Director and give separate award against each dispute and claim referred to him and in all cases the arbitrator shall give reasons for the award.

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

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

CLAUSE 26

Contractor to indemnify ARIES against patent right

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

CLAUSE 27

Lump-sum provision in tender

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

CLAUSE 28

Action where no specifications are specified

In the case of any class of work for which there is no such specifications as referred to in

Clause 11 of .Clauses of Contract such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. . In case there is no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers specifications, if not available then as per District Specifications. In case there. are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Project Engineer ARIES.

CLAUSE 29

Withholding and item in respect of sums due from contractor

i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the ARIES shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Project Engineer ARIES or the ARIES shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Project Engineer ARIES or the ARIES 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 contra<;:t or any other. contract with the ARIES. or any contracting person through the ARIES pending finalisation of adjudication bf any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under. the lien referred to above by the ARIES will be kept withheld or retained as such by the ARIES till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration Clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor.

For the purpose of this Clause, where the contractor is a partnership firm or a limited company, the ARIES shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

ii) ARIES 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 ARIES 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 ARIES to the contractor, without any interest thereon whatsoever.

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

CLAUSE 29 A

Lien in respect of claims in other contacts

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

It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the Project Engineer ARIES or the ARIES will be kept withheld or retained as such by the Project Engineer ARIES or the ARIES 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 contractors.

CLAUSE 30

Employment of coal mining or controlled area labour not permissible

The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 km (20miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted.

Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than the ceiling price shall be paid to the labour by the contractor.

The contractor shall immediately remove any labourer who may be pointed out by the Project Engineer ARIES as being a coal mining or controlled area labourer.: Failure to do so shall render the contractor liable to pay to ARIES a sum calculated at the rate of Rs. 10/- per day per labourer. The certificate of the Project Engineer ARIES about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract;

It is declared and agreed between the parties that the aforesaid stipulation in this Clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872.

Explanation: Controlled Area means the following areas:

Districts of Dhanbad, Hazaribagh, Jamtara-a Sub-Division under Santhal Paragana Commissionery, District of Bankllara, Birbhum, Burdwan, Di~trict of Bilaspur.

Any other area which be declared a *Controlled Area* by or with the approval of the Central Government;

CLAUSE 31

Unfiltered water supply

The contractor(s) shall make his/their own arrangements for water

required for the work and nothing extra will be paid for the same. This will be subject to the following conditions:

- i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Project Engineer ARIES.
- ii) The Project Engineer ARIES shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Project Engineer ARIES, unsatisfactory, then the charges of Electricity and Water if supplied used by the construction Agency will be metered and paid by the Construction Agencies to ARIES as levied by the local bodies.

CLAUSE 31 A

Deleted

ARIES/Owner water supply if available

CLAUSE 32

Alternative water arrangements

- i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the Government / ARIES no charge shall be recovered from' the contractor on that account. The contractor shall, however, draw water at such ~ours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be

recoverable from him. The Project Engineer ARIES shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.

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

CLAUSE 33

Return of surplus materials

Deleted

CLAUSE 34

Hire of Plant and machinery

The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T &P) required for execution of the work except for the Plant & Machinery listed in Schedule 'c' and stipulated for issue to the contractor.

CLAUSE 35

Conditions relating to use of asphaltic materials

- i) The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.
- ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the ARIES. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorised changes of specification and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Project Engineer ARIES shall be made and the materials return to the contractors. Although the materials are hypothecated to ARIES, 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 Project Engineer. ARIES in writing.
- iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphalted work shall be refunded after the expiry of this period.

CLAUSE 36

Employment of technical staffs and employees

Contractors Superintendence, Supervision, Technical Staff & Employees

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

The contractor shall immediately after receiving letter of acceptance of the tender (Work Order) and before commencement of the work, intimate in writing to the Project Engineer ARIES the name, qualifications, experience, age, address and other particulars along with certificates, of the principal technical representative to be in charge of the work and for other technical staff. Such qualifications and experience shall not be lower than specified in Schedule 'F'.

The Project Engineer ARIES shall within 15 days of receipt of such communication .intimate in writing his approval or otherwise of such a representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor' shall appoint another such representative according to the provisions of this Clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed the contractor soon after receipt of the approval from Project Engineer ARIES! ARIES and shall be available at site within fifteen days of start of work.

If the contractor (or any partner in case of firm company) who himself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the Clause will also be applicable in such a case to contractor or his responsible agent.

The principal technical representative ~Uldior the contractor shall on receiving reasonable notice from the Project Engineer ARIES' or his designated representative~(s) in charge of the work in writing or in person or otherwise, present himself to the Project Engineer ARIES and/or at the site of work, as required, to take instructions. Instructions given to the principal technical representative or the responsible agent shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and/or the contractor or his responsible authorised agent shall be actually available at site at least two working days every week, these days shall be determined in consultation with the Project Engineer ARIES as well as fully during important stages of execution of work, during recording of measurement of works and whenever so required by the Project Engineer ARIES bay notice as aforesaid and shall also note down instructions conveyed by the. Project Engineer ARIES or his designated representative in the site order book and shall affix his signature in token of noting down the instructions and in token of acceptance of measurements. There shall be Rio objection if the representative/agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the Project Engineer ARIES and he shall be satisfied that the provisions and the purpose of this Clause are fulfilled satisfactorily.

If the Project Engineer ARIES, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively, appointed or is effectively attending or fulfilling the provision of this clause, a recovery shall be effected from the contractor as specified in Schedule 'F' and the decision of the Project Engineer ARIES or his authorised representative as recorded in . the site. order book arid measurement recorded in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable

technical representative or responsible agent and such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Project Engineer ARIES shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the work.

The contractor shall submit a certificate of employment of the technical representative/responsible agent along with every on account bill/fixed bill and shall produce evidence if at any time so required by the Project Engineer ARIES.

ii) The contractor shall provide and employ 011 the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work. The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work. The Project Engineer ARIES shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Project Engineer ARIES to be undesirable. Such person shall not be employed again at works site without the written permission of the Project Engineer ARIES and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 37

Recovery/Taxes payable by contractor

i) Sales Tax or any other tax on materials and/or works in respect of this contract shall be payable by the contractor and ARIES shall not entertain any claim whatsoever in respect of this respect.

ii) The Tax Deduction at Source (TDS) at applicable rates would be deducted from all the payments due to the contractor as per statutory provisions of the applicable Act.

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

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

CLAUSE 38

Conditions for reimbursement of levy/taxes if levied after receipt of tenders

- i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly, pays such taxes/levies the contractor shall be reimbursed against proof of payment, the amount so paid, provided such payments, if any, is not, in the opinion of the ARIES (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

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

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

CLAUSE 39

Termination of contract on death of contractor

Without prejudice to any of the rights or remedies under this contract if. the contractor dies, the ARIES shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 40

If relation working in ARIES then the contractor not allowed to tender.

The contractor shall not participate to tender for works in ARIES, in case his near relative is posted in any capacity in ARIES He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any person posted in any capacity in ARIES or as an Executive in any other Divisional Department of ARIES. In case of breach of this condition by the contractor, ARIES may in their discretion without prejudice to any other right or remedy available in law cancel this contract and forfeit the said earnest money / security deposit as aforesaid.

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

CLAUSE 41

No Gazetted engineer to work as contractor within two years of retirement

No engineer of gazetted rank or other gazetted. officer employed in engineering or administrative duties in an engineering department of the Government of India shall

work as a contractor or employee of a contractor for a period of two years after his retirement from Government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission. of the tender or engagement in the contractor's service, as the case may be.

CLAUSE 42

Reconciliation of material account

- i) After completion of the work and also at any intermediate stage in the event of non-reconciliation of materials consumed and in balance, theoretical quantity of materials for use in the work shall be calculated on the basis and method given hereunder:
 - a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned Schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Project Engineer ARIES.
 - b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorised by Project Engineer ARIES, including authorised lappages, chairs' etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual diameterwise, section wise and categoriwise separately.
 - c) For any other material as per actual requirements.
- ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. The differences in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorised. variation, if not fully reconciled to the satisfaction of the Project Engineer ARIES within fifteen days of the issue of written notice by the Project Engineer ARIES to this effect shall be recovered at the rates specified in Schedule 'F' without prejudice to the provision of the relevant conditions regarding reconciliation of materials governing the contract. Decision of Project Engineer ARIES in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard Schedule of Rates and recovery at rates specified in Schedule 'F', shall be final & binding on the contractor. For non-scheduled items, the decision of the ARIES, regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

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

CLAUSE 43

Compensation during war like situation

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Owner and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Project Engineer ARIES to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of the agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Project Engineer ARIES, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the ARIES up to Rs. 5,000=00. The contractor shall be paid for the damages/destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Project Engineer ARIES regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

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

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

CLAUSE 44

Apprentice Act provision to be complied with

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

CLAUSE 45

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

Special conditions

1.0 General requirements

1.1 The tenderer shall study all the requisite tender drawings, specifications and the conditions of tender documents before tendering his rates.

1.2 Time allowed for execution of the work as specified in Schedule 'F' shall be the essence of the contract.

1.3 The contractor after acceptance of his tender is required to submit to the Project Engineer ARIES for his approval a programme showing the order of procedure in which he proposes to carry out the works. The contractor shall whenever required by the Project Engineer ARIES, also provide. in writing for his information a general description of the arrangements and methods which the contractor proposes to adopt for execution of works.

1.4 If as per local Municipal or any other local Regulations, huts for labour are not to be erected at the site of work by the contractors, the contractors rode required to provide such accommodation at a place as not objectionable to the local body and nothing extra shall be payable on this account.

1.5 The contractor shall take instructions from Project Engineer ARIES for stacking of, materials. No excavated earth or building materials etc. shall be stacked! collected in areas where other buildings, roads, services, compound wall etc. are to be constructed.

1.6 Other agencies doing works related with this project may at times be required to simultaneously execute their works and the contractor shall afford necessary co-ordination & facilities for unhindered completion of these works.

1.7 The contractor shall leave such necessary holes, openings etc. as may be directed by the Project Engineer ARIES for laying, burying or fixing' conduits, pipes, boxes, cables, clamps, hooks, fans etc. Conduits for electrical wiring/cables will be laid in such a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over and above the agreement rates shall be payable on this account.

1.8 A *Site Order Book* shall be kept at the Project Engineer ARIES's office at the site of the work. As far as possible, all orders regarding the work are to be entered in this book. All entries shall be signed by the Project Engineer ARIES, his authorised sub-ordinates incharge of work, senior officers of ARIES, Architect, Owner and the contractor or his authorised representative. In important case, the Project Engineer ARIES will countersign the entries which have been made.

The Site Order Book shall not be removed from the work site except with written pennission of the Project Engineer ARIES and the contractor or his representative shall be bound to take note of all instructions and directions meant for the Contractor as entered in the Site Order Book without having to be caBed on separately to note them. The Project Engineer ARIES shall submit periodically copies of the remarks in the Site Order Book to Architects for record, and to the contractor for submitting compliance report.

2.0 Site.

2.1 The tenderer shall acquaint himself with the proposed site of work, conditions at work site, its sub-soil strata, underground water table and its approach roads to the site of work before quoting his rates. In case, for carriage of materials etc, to the work site, the preparation 'of new approach road or repair to the existing approach road and its maintenance during the execution of the work is required; the same would be provided & maintained ~y the tenderer at his own: cost for which nothing extra shall be payable.

2.2 The site is available for the work at present. However, if for any reasons, any part of the site is not available for the part of work under the .contract, and an alternative site is provided, the agreed construction schedule shall be suitably modified to compensate the delay in completion of the work. However, under no circumstances, tll.e contractor shall be entitled to any claim of financial damage, whatsoever, on this ground and he shall diligently divert his men and materials suitably to utilise them p~ofitably at' his sole discretion.

3.0 Security & Safety Measures

3.1 The contractor shall take all precautions to avoid all accidents by exhibiting caution boards day and night". speed limit boards, red flags, red lights and providing barriers etc. He shall be responsible for all damages and accidents caused to existing/new work due to any negligence in this regard. He shall also ensure that no hindrance is caused to traffic/thorough fare during the execution of the work.

3.2 The contractor shall take care of all safety precautions pertaining to construction of works, such as, excavation, trenching, blasting, demolition, provision of scaffolding, ladder, working platforms, gangways, electric arc and gas welding, use of hoisting and construction machinery. He shall be governed by relevant provisions of Safety Code and as directed by the Project Engineer ARIES and nothing extra is payable on this account.

3.3 It shall be ensured by the contractor that no electric live wire is left exposed or un-attended so as to avoid any accidents in this regard.

3.4 Some restrictions may be imposed by the security staff etc. on the working and/or movement of labourers, materials etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.

3.5 3.5 The contractor shall be responsible for the watch and ward of the building. safety of all fittings & fixtures including sanitary and water supply fittings & fixtures. against pilferage and breakage during the period of installation and thereafter till the building is physically handed over to the Owner.

3.6 In order to indemnify the ARIES for any claim on account of damage to adjacent properties/structures. and the contractor shall insure against such claim that may arise out shall be paid on this account.

3.7 The contractor shall take all preventive reassures against any damage caused by rain. snowfall, floods or any other natural calamity, whatsoever, during the execution of the work. The contractor shall be fully responsible for any damage to the Government property and to the work for which the payment has been advised to him under the contract. The contractor shall maintain an insurance policy against' damage to the work policy.

4.0 Water & Electricity

4.1 The contractor shall make his own arrangement for water suitable for construction and

nothing extra shall be payable on this account. The water if supplied by ARIES to Construction Agency will be metered and paid by the Construction Agency to ARIES as levied by the local bodies.

4.2 The contractor shall make his own arrangements for obtaining electric connections. If required and make necessary payments directly to the Electricity Department conceded and nothing extra shall be payable on this account. Electricity if supplied by ARIES will be metered and paid by Construction Agency to ARIES as levied by local bodies Project Engineer ARIES & nothing extra shall be payable on this account Project Engineer ARIES & nothing extra shall be payable on this account. Electricity if supplied by ARIES will be metered and paid by Construction Agency to ARIES as levied by local bodies.

4.3 The water for construction work, if drawn from underground source, shall be got tested quarterly from the laboratory approved by the Project Engineer ARIES, to ensure its suitability for construction. All costs for these tests and related arrangements shall be borne by the contractor. In the event of water being found unsuitable for construction, the contractor shall make alternative arrangements for suitable water to the satisfaction of the Project Engineer ARIES & nothing extra shall be payable on this account.

5.0 Instruments and laboratories

5.1 The contractor shall provide, at his own cost instruments for surveying, weighing and measuring purpose at the site of work as may be necessary for execution of the work.

5.2 Site of work shall have a laboratory equipped with the following equipments

(a) Balance

i) 500 gm capacity, digital - Accuracy 1 gm.

ii) Pan Balance - 5 kg capacity - Accuracy 10 gm.

(b) Ovens - Electrically operated, thermostatically controlled up to 1100 C - Sensitivity 1 cc.

(c) Sieves: as per I460

i) IS Sieves - 450 mm internal dia. of sizes 100 mm, 80 mm, 63 mm, 50 mm, 40 mm, 25 mm, 20 mm, 12.5 mm, 10 mm, 4.75 mm complete with lid and pan.

ii) IS Sieves - 200 mm internal dia. (brass frame) consisting of 2.36 mm, 1.18 mm, 500 microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns with lid and pan.

- (d) Sieve shaker capable of 200 nun and 300 mm dia. sieves, manually operated with timing switch assembly.
- (e) Equipment for slump test - Slump cone, steel plate, temping rod, steel scale, scoop.
- (f) Dial gauges 25 mm travel - 0.01 mm / division least count - 2 Nos.
- (g) Compression testing machine, electrical-cum-manually operated.
- (h) Graduated measuring cylinders 200 ml capacity - 3 Nos.
- (i) Enamel trays (for efflorescence test for bricks) —
 300 mm x 250 mm x 40 mm - 2 Nos.
 Circular plates of 250 mm dia - 4 Nos.
- (j) 15 cm moulds for concrete 'cubes 30 nos.

(k) Other instruments like steel tapes - 3 nun, vernear Calipers, deflection meter, a good quality plumb bob, spirit level minimum 30 em long with 3 bubbles for horizontal vertical, wire gauge (Circular type) disc, foot rule, long nylon thread, magnifying glass, screw driver 30 cms long, ball pein hammer 100 gms, plastic bags for taking samples etc.

- (l) Micrometer Screw 25 mm gauge
- (m) Rebound hammer for testing concrete, dynamic penetrometer
- (n) Moisture micrometer timber

6.0 Engaging Specialised Agencies for Work

6.1 The contractor shall engage specialised agency having adequate technical capability and experience of having executed at least three similar works for executing the following specified items:

- a) Providing and fixing factory made door shutters, cup board shutters of all types
- b) Factory made pressed steel door frames.
- c) Factory made steel windows.
- d) Providing & fixing Aluminium doors/windows/ventilators! glazing! curtain walls including powder coating.
- e) Water Proofing treatment of all types.
- f) Acoustic insulation, wall paneling, false ceiling etc.
- g) GI sheet roofing.
- h) Terrazzo tiles

6.2 The specialized agency for the work shall be got approved from the Project Engineer ARIES well before actual commencement of the item of work. The contractor shall submit the list of specialized agencies proposed to be engaged by him along with the required information to substantiate technical capability and experience of the agency for prior approval of the Project Engineer ARIES. :0 -....

6.3 The conditions of approval of specialized agency by the project Engineer ARIES shall be final and binding on the Contractor and be shall comply all such conditions of approval.

7.0 Electrical License .

The Contractor shall perform the electrical works with personnel holding license from the concerned Licensing Board.

For this purpose, prior to execution of electrical works, the Contractor' shall furnish the details of his/her employee holding supervisory competency certificate and wireman license to the Project Engineer

The decision of the Project Engineer on deployment of electrical personnel for electrical works shall be final & binding to the contractor and he/she shall comply all such instructions for engagement of competent electrical personnel.

8.0 Making Sample /Mock-up Unit

The contractor shall construct a sample unit complete in all respects as per the directions of the Project Engineer ARIES. This sample unit shall be got approved from the Project Engineer ARIES and Architect and before connecting the mass work of masonry plastering, flooring and fixing the fixtures or any such other item if required by the Architect

9.0 Compliance to Government Regulations and Building Bye Laws

9.1 The work shall be carried out in the manner complying in all respects with requirements of relevant Bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by Project Engineer ARIES and nothing extra shall be payable on this account.

9.2 The work of water supply, internal sanitary installations and drainage work etc. shall be carried out as per local Municipal Corporation or such local body bye-laws and the contractor shall produce necessary completion certifications, wherever required. from such authorities after completion of work.

9.3 Water tanks, taps, pipes, fittings and accessories shall conform to bye-laws and specifications of the Municipal body/Corporation. The contractor should engage licensed plumbers for the work and get the materials (fixtures and fittings) tested by the Municipal Authorities, wherever required, at his own cost and nothing extra shall be payable

9.4 The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.

9.5 The contractor shall give due notices to Municipal, Police and / or other authorities that may be required under the law/rules under force in the area and obtain all requisite licenses for temporary obstructions/enclosures and pay all charges which may be payable on account of his execution of work under the agreement. Nothing extra shall be payable on this account

9.6 The contractor shall comply with bye laws of Fire Fighting Department, wherever required, & obtain a certificate of completion from them, No extra claim shall be admissible on this account.

10.0 Materials

10.1 All materials to be incorporated in the work, shall be in accordance with the specifications laid down

The tenderer shall use materials bearing ISI Certification Mark unless otherwise specified or allowed in writing by the Project Engineer ARIES. Any material banned by the ARIES/Government shall not be used in the work.

10.2 The contractor shall submit to the Project Engineer ARIES samples of all materials for approval. Such samples of materials which affect aesthetics of the work shall also be got approved from the Architect before procuring bulk supplies. These approved samples shall be preserved and retained in the custody of the Project Engineer ARIES as standards of materials till the completion of the work. The cost of such samples shall be borne by the Contractor and nothing shall be payable on this account over the accepted rates.

10.3 The contractor shall be required at his own cost to get necessary tests carried out on materials/work from an approved laboratory as per the directions of the Project Engineer ARIES.

10.4 The contractor shall be fully responsible for the safe custody of the materials even though the materials are required to be kept under double lock and key system under the joint control of the contractor and ARIES

10.5 Procurement of marble/terrazzo tiles or other Finishing Materials shall be as per approved sample by the Architect

10.6 Brand Names

The material or first / standard quality of the makes specified in the *Schedule of approved brand names* are to be used.

10.6.1 The Project Engineer ARIES reserves the rights to select any of the brands indicated in the *Schedule of approved brand names*. The tenderer shall quote his rates on the basis of the price of the brand/make stipulated in the item of work as described in *Schedule of Quantities & Specification* as well as in the *Schedule of approved brand names*. The Contractor cannot claim any thing extra if the Project Engineer ARIES changes the make but within the *Schedule of approved brand names*, before placing the order.

10.6.2 In case of item for which approved make is not given, the Contractor shall with the prior approval of the Project Engineer ARIES, procure the same of first quality and satisfy the Project Engineer ARIES before use in the works.

10.6.3 Material shall be brought to site in original packings. Manufacturer's test certificates and *lor* invoices for all

materials shall be handed over to the Project ,Engineer ARIES on demand. In case of any contradiction between the approved makes specified and mentioned in the Specifications' or Schedule of Quantities, the decision of the Project Engineer ARIES shall be final and binding on the contractor.

10:6.4 Wherever switchgears, DB. etc of specified ratings are not manufactured by the Manufacturer, next available higher size appropriately fused. shall be used within the rates quoted.'

10.6.5 ARIES reserves the right to have any or all random samples of materials checked/tested by an approved test house. The Contractor will bear all such test fees and organise other liaison works including all other incidental charges such as freight, handling, packing etc.

10.7 Steel

10.7.1 The contractor shall procure steel reinforcement bars conforming to relevant BIS codes from main producers as approved by the Ministry of Steel. The contractor shall have to obtain and furnish test certificates to the Project Engineer ARIES in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Project Engineer ARIES as per the provision in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to BIS codes, the same shall stand rejected and shall be removed from the site of work by the contractor at his cost within a week's time from the written orders from the Project Engineer ARIES to do so.

10.7.2 The steel reinforcement shall be brought to the site in bulk supply of 10 tones or more or as decided by the Project Engineer ARIES.

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

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

Size of bar	For consignment below 100 tonnes	For consideration of 100 tonnes
Under 10mm dia	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof.
10mm to 16mm dia	One sample for each 35 tonnes of part thereof	One sample for each 45 tonnes or part thereof.
Over 16mm dia	One sample for each 45 tonnes or. Part thereof	One sample for each 50 tonnes or part thereof.

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

10.7.6. The actual consumption of steel on work site shall be calculated and proper accounts maintained. The theoretical consumption of steel shall be worked out as per procedure prescribed in Clause 42 of the Clauses of Contract & the same shall be governed by conditions laid therein.

10.7.7 Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Project Engineer ARIES.

10.7.8 On receipt of structural drawings the contractor shall prepare a bar bending schedule and submit to the Project Engineer ARIES for obtaining approval of Architect.

10.8 Cement

10.8.1 Cement bags shall be stored in separate godowns to be constructed by contractor at his own cost as per sketch at Annexure-II, page 150 with weatherproof roofs and walls (The sketch is only indicative and actual size will depend on the site requirements). Each godown shall be provided with a single door with double lock arrangement. The keys of one lock shall always remain with the authorized representative of Project Engineer ARIES of work and that of the other lock with the authorized agent of the contractor at site of work so that the cement from the godown is removed according to daily requirement with the knowledge of both the parties and proper account of issue of cement is maintained in the prescribed proforma.

The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Project Engineer ARIES at any time

10.8.2 The contractor shall procure only 43 grade (conforming to IS:8112) ordinary portland cement, as required in the work from reputed manufacturers of cement holding license to use ISI certification mark for their product whose name shall be got approved from the Project Engineer ARIES. Supply of cement shall be taken in 50 kg bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Project Engineer ARIES and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Project Engineer ARIES, to do so.

10.8.3 The cement shall be brought at site in bulk supply approximately 50 tonnes or as decided by the Project Engineer ARIES.

10.8.4 The contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the contractor.

11.0 Testing of materials

11.1 The materials brought to site before being incorporated in the work shall be inspected and if necessary tested before approval by the Project Engineer ARIES. Any work, on which such materials are used without prior inspection (and when necessary testing) and without approval and written permission of the Project Engineer ARIES, is liable to be considered as defective and not acceptable.'

11.2 The day to day and periodical tests to be carried out on materials, mixes and placed concrete etc. shall be specified by the Project Engineer ARIES from time to time and the Contractor shall allow all facilities and cooperation towards collection of samples etc. All labour for collecting samples for test will be supplied by contractor free of costs to the Project Engineer ARIES. All testing charges will be borne by the Contractor. Also, transport of field sample from work site to the testing laboratory approved by the Project Engineer ARIES shall be arranged by the Contractor at his own cost.

11.3 Mandatory tests and their frequency is prescribed in the respective CPWD specifications. However, additional tests may be required for such materials and items of works not covered by the said specifications. In such cases, Project Engineer ARIES's direction will be final and binding.

11.4 An authorised representative of the Contractor shall remain present at the time when the samples are taken and shall authenticate the facts, if so required. Should the Contractor or his authorised representative fail to be present as aforesaid, the samples or cores etc. taken by the Project Engineer ARIES or his representative shall be considered to be authentic. The Contractor will, however, be informed of the details of such samples having been taken.

11.5 The materials, mixes and cores shall be tested day to day and periodically at an approved laboratory and the results given thereby shall be considered correct and authentic by the Contractor. The Contractor shall be given access to all operations and tests that may be carried out as aforesaid so that he may satisfy himself regarding the procedure and methods

adopted. It shall then be the Contractor's responsibility to produce on the works, materials and finished item to the standard based on the laboratory designs and tests.

11.6 The contractor shall give a performance test of the entire work as per standing specifications before the work is finally accepted and nothing extra shall be payable to the contractor for the same.

11.7 In case any materials/work is found sub-standard, the same shall be rejected by the Project Engineer ARIES and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Project Engineer ARIES at the risk and cost of the contractor without giving any further notice and time.

12.0 Drawings

12.1 The drawings shall remain in the sole custody of the Project Engineer ARIES. The contractor shall be furnished two copies of drawings free of charge. The contractor shall provide and make at his own expenses any further copies required by him. At the completion of contract, the contractor shall return to the Project Engineer. ARIES all drawings provided under the contract.

12.2 One copy of the drawings, furnished to the contractor as aforesaid, shall be kept by the contractor on the site and the same shall, at all reasonable times, be available for inspection and use by the Project Engineer ARIES or by any other persons authorized by the Project Engineer ARIES in writing.

12.3 Detailed drawings on the basis of which actual work is to be executed will be furnished to the contractor progressively based on the program evolved after the award of the work. The contractor will not be entitled for any claim on account of any variation in detailed drawings vis-a-vis the tender drawings.

12.4 The contractor shall give written notice to the Project Engineer ARIES whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawing Or order, including directions, instruction or approval, is issued by the Project Engineer ARIES within a reasonable time. The notice shall include all details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

12.5 If by any reason or inability of Project Engineer ARIES to issue within a time reasonable in all the circumstances any drawing or order required by the contractor, the contractor suffers delay then the Project Engineer, ARIES, shall take such delay into account in determining the extension of time to which the contractor is entitled under Clause 5 of Clauses of Contract hereof. However under no circumstances the contractor shall be entitled to any claim to financial damage, whatsoever.

12.6 The structural and architectural drawings shall at all times be properly co-related before executing any work. However, in case of any discrepancy in the item given in the Schedule of Quantities appended with the tender and the architectural drawings relating to the relevant item, the former shall prevail unless otherwise given in writing by the Project Engineer ARIES.

13.0 RATES

13.1 The contractor shall be responsible for computing the work and for satisfying all terms and conditions of the contract without any extra payment over his quoted rates unless otherwise specified. The contractor shall quote his rates for various items of work accordingly no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item and the specifications indicated in the tender document.

13.2 Subject to the nomenclature/description of the item as per Schedule of Quantities, the specification indicated in the tender documents, the rates quoted by contractor shall include cost of all materials including royalty and taxes if any, labour, sundry inputs, execution of work at all heights, levels and for all leads, lifts and depths including overhead charges and contractor's profit.

13.3 The rate shall be inclusive of making design, pattern and execution of work as per architectural and structural drawings. For stone used in staircase treads and risers, the rates quoted shall be considered for single piece up to 1.2m length.

13.4 If any two varieties of flooring merge together, the rates shall be considered inclusive of all difference in thickness in the flooring sub-head. No claim for extra screed/mortar shall be admissible.

13.5 The rate of items of flooring shall be inclusive of work for sunken or depressed floors & no extra claim shall be admissible on this account.

13.6 The rates shall be inclusive of making any holes in walls /RCC work for fixing any frame work and making good the structure to its original shape and finish & no extra claim shall be admissible on this account.

13.7 The rates quoted for GI works is inclusive of elbows, tees, ferrules etc. unless otherwise specified and no extra claim shall be admissible on this account.

13.8 The rate shall be inclusive of working under water and adverse conditions and including pumping out or bailing out water, unless otherwise specified in the nomenclature. This will include water encountered from any source such as rains, floods, any other cause whatsoever and including sub-soil water.

13.9 The rate shall be inclusive of cost of cement slurry used over base surface of concrete work for old work for better bond with the under layer unless, otherwise specified in the nomenclature of the item. Such use of cement slurry shall not be considered for working out the theoretical consumption of cement quantity

13.10 The brick works/RCC/plastering rates quoted shall be inclusive of any circular works at any heights and no extra claim shall be admissible on this account.

13.11 The rates quoted shall be inclusive of formation of grooves unless otherwise specified in both internal and external plastering as per drawings/directions of Project Engineer. The plastering rates shall be inclusive of drip courses/drip bands and it is mandatory to provide the same. No extra claim towards providing drip course/ drip bands shall be admissible.

13.12 The measurement for all water proofing works except for tapecrete/annourcrete shall be measured only for plan area and nothing extra shall be paid for vertical surfaces. The measurement for tapecrete/ armourcrete water proofing shall be made for plan and vertical surface areas.

13.13 The rates quoted for vanity kitchen counters shall be inclusive of provision of opening and all opening/edges should be moulded and mirror polished and no extra claim shall be admissible in this account.

14.0 Payments

14.1 The bills shall be prepared by the contractor together with details of measurement based on drawings as far applicable which shall be done in duplicate book and given to the Project Engineer ARIES, one copy duly checked shall be returned back to the contractor for entering in the measurement book.

14.2 . Mobilisation advance and plant & machinery advance, as per clause 10(B)(ii) and 10(B)(iii) of Clauses of Contract respectively; will be released to the contractor, apart from fulfilling other conditions stipulated in the respective clauses on execution of Bank Guarantee Bonds from a Scheduled Nationalized Bank for the full amount of advance to be released. These Bank Guarantees, not more than five numbers, may initially be submitted by the contractor for the full amount of advance.

These Bank Guarantees, at the sole discretion of ARIES, will be released (in parts) to the contractors on request as and when these advances are adjusted.

14.3

- (a) For the purpose of recording measurements and preparing running account bills, the CPWD's Delhi Schedule of Rates (DSR) 2002 - abbreviated nomenclature of items shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per complete nomenclature of the relevant items in the agreement and other relevant specifications.
- (b) the aforesaid publication and also in case of Extra and Substituted items of works for which abbreviated nomenclature of items are not provided for in the agreement, the full nomenclature of items shall be reproduced in the measurements books and bill forms for the running account bills.
- (c) For the final bill, however, the full nomenclature of all the items shall be adopted in preparing abstract in the measurement books and in the bill form
- (d) ARIES , on request of the contractor, whose decision shall be final and binding, may release an amount upto 75% of the amount of initial scrutiny as far as admissible within 10 days of the receipt of contractor's running account bill.

The balance amount of the bill shall be released within 15 days of the release of initial scrutiny amount.

14.4 For measurement purpose the floor level shall mean the top surface of main structural RCC slabs of that floor including floor finish and not the top of sunken floor of toilets or any other depressed floor.

14.5 The stages of payment for the point wiring, sub-main wiring, circuit wiring, telephone wiring, LAN wiring etc shall be as follows:

<i>S.No</i>	<i>.. Stages of. Works</i>	<i>Cumulative Percentage. .. Payable{Oil Quoted Rates}</i>
i)	On conduits for ceilin on pro-rata basis.	20%
ii)	On down conduits for wall including switch boxes on pJ:o-rata basis.	15%
iii)	On wiring on pro-rata' basis.	35%
iv)	On switch / socket on pro-rata basjs.	15%
v)	On testing & commissioning.	10%
vi)	On handing over & submission of as built drawings.	05%

14.6 The work shall be executed and measured in metric system. The metric dimensions given in the Schedule of Quantities and drawings etc. shall be followed. (The dimension in FPS units, wherever indicated, are for guidance on.ly). The drawings shall not be measured to scale and only dimension indica~ed in figures shall be followed.

15.0 Electrical

15.1 The internal wiring works, external works shall be as detailed in Schedule of Quantities, which generally consist of:

Electrical Panels, cables, earthing, lighting fixtures, wiring etc.

External works consisting of underground cables, feeder distribution pillars, road lighting etc.

The contractor shall install the total system as per approved drawings and shall be responsible to liaison with Chief Electrical Inspector to Government/Concerned Department of Safeties for obtaining the approval and safety certificate for energising the total system. For this purpose all necessary details/services as may be required shall be forwarded/provided by the contractor at no extra cost. Further any modifications proposed by the Chief Electrical Inspector to Government/concerned authorities during inspections shall be carried out by the contractor without any extra cost to the Employer. As such it shall be ensured that the entire electrical system etc., shall meet the stipulated statutory regulations as may be needed.

Samples & Fabrication Drawings

Samples of materials and fabrication drawings will be submitted by the contractor according to the schedule / specification. Any deviation from the schedule/ specification will have the written consent of the Architect! ARIES. However approval given by the Architect! ARIES any samples or drawings submitted by the contractor, shall in noway exonerate the contractor of his liability to carry out the work in accordance with the tenns of the contract! tender etc.

15.3 Working Drawings

All fabrications drawings and other literature will also be submitted in advance for approval of the Architect ARIES through Project Engineer ARIES. These drawings shall indicate detailed layout of all systems covered. Work at site shall commence only after the drawings and all fabrication work shop drawings have been approved by the Architect ARIES. Deviations or changes if any from the drawings supplied shall be marked distinctly along with reasons.

15.4 Painting And Marking

All exposed steelwork will be painted with one coat of primer and two coats of synthetic enamel paint in shades approved by the ARIES. This work will be done by the contractor without extra charge.

15.5 Inspection of Material & Certificates Alongwith the Supply of Materials

ARIES at its sole discretion reserves the right to conduct inspection of materials of manufacturer's works, factory, stores before despatch. Sufficient advance notice shall be given by the Contractor for this purpose in each case.

Manufacturer's test certificates for Electrical Panels, wires and for any other item/materials as may be considered necessary by the Architect ARIES shall be furnished by the contractor.

15.6 Packing And Transport

The panels, switchboards, distribution boards etc. shall be transported to site packed in wooden crates. They shall be wrapped with polythene sheets before being placed in crates to prevent damage to the finish. The crates shall have skid bottoms for handling.

15.7 Guarantee

The Contractor shall ensure satisfactory operation of entire electrical system including DG sets for a period of 12 months from the date of energization of electrical system. If any maintenance related snags/manufacturing defects are found during the aforesaid period, the

Contractor shall be bound to rectify at their cost and no extra claim shall be admissible on this account.

The Contractor shall depute his expert(s) service engineer(s)/technician(s) at short notice for emergent jobs but not later than a fortnight for routine jobs, if called upon by the Owner to assist in solving any maintenance/operational issue. No extra claim shall be admissible for rendering these services.

16.0 Completion

16.1 The contractor shall maintain in perfect condition all portions executed till the completion of the entire work allotted to him/her. The contractor shall also be responsible for protection of the entire work until the same is physically handed over to the Owner.

16.2 On the completion of the works the contractor shall clear away and remove from the site all constructional plant & equipment, surplus materials, rubbish and temporary works of every kind, and leave the whole of the site and works clean and in a workmanlike condition to the satisfaction of the Project Engineer ARIES.

16.3 On completion the contractor will prepare standard Measurement Books and furnish the same to the Project Engineer ARIES. .

16.4 Contractor will not be entitled to any payments for either preparation and supply of completion drawings or standard Measurement Books.

Additional Conditions

1-The contractor shall provide and maintain at no extra cost, during period of the contract adequate office accommodation as per sketch enclosed on page Volume-IV of the Tender document. All rooms will be provided with adequate heating arrangements in winter. Apart from construction of site office, running and maintenance expenses will be sole responsibility of the contractor. Furniture will also provided by the contractor. Expenses towards telephone/zero x will not have to be borne by the contractor.

2- *Six* coloured photographs (each of approximately 175mm x 125mm size) of construction from different angles, shall be submitted by the contractor to ARIES with every running bill / final bill and nothing extra shall be payable to the contractor for the same.

Safety Code

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold 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. Scaffolding of staging more than 3.6m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in(2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 1/2") for ladder up to and including 3 m. (10 ft.) in length. For longer ladders this width should be increased at least 1/4" for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person
6. Excavation and Trenching - All trenches 1.2 m (4ft.) or more in depth, shall at all times be supplied with the least one ladder for each 30 m (100 ft.) in length or fraction thereof Ladder shall extend from bottom of the trench to at least 90 cm (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

7. Demolition _ Before any demolition work is commenced and also during the progress of the work,
- i) All roads and open areas adjacent to the work site shall either be closed or suitably protected. .
 - ii) No electric cable or apparatus which is liable to be a source of danger or a cable-or apparatus used by the operator shall remain electrically charged.
 - iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Project Engineer ARIES should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipments shall invariably be provided:
- i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
 - iii) Those engaged in welding works shall be provided with welder's protective eyeshields.
 - iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - v) When workers are employed in sewers and manholes, which are in active use, the contractor shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :
 - a) Entry for workers into the line shall not be allowed except under supervision of the Project Engineer ARIES or any other higher officer.
 - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working 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 off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Project Engineer ARIES 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 commended 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 baITier cream for anointing the limbs before working inside the sewer lines.
 - n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - 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 Project Engineer ARIES regarding the steps to be taken in this regard in an individual case will be final.
- VI) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-

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

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

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

9. An additional clause (viii) (i) of Safety Code (iv) the Contractor shall not employ women and man below the age of 18 on the work of painting with product containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:

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

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

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

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

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

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

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

ix) ARIES may require, when necessary medical examination of workers, trade shall be distributed to working painters.

10 When the work is done near any place where there is risk of drawing, 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 provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work

11. Use of hoisting machines and tackle including their attachment, anchorage and supports shall conform to the following standards or conditions :

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

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

- ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine, including any scaffolding winch or give signals to operator.
- iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or any means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- iv) The contractors shall notify the safe working load of their machines to the Project Engineer ARIES whenever he brings any machinery to site of work and get it verified by the Project Engineer ARIES. 0"

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

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

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

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

16. Notwithstanding the above clauses from (1) to (15) there is nothing in these to exempt the contractor from the operations of any other Act or Rules in force in the Republic of India.

MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY CONTRACTORS FOR THIS WORK

1. APPLICATION

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

2. DEFINITION

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

3. FIRST AID FACILITIES

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

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

a) For work places in which the number of contract labour employed does not exceed 50.

Each first-aid box shall contain the following equipments :

1. 6 small sterilised dressings.
2. 3 medium size sterilised dressings.
3. 3 large size sterilised dressings.
4. 3 large sterilised bum dressings.
5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
6. 1 (30 ml.) bottle containing saivolatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 (30 gms.) bottle of potassium permanganate crystals.
9. 1 pair scissors.

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

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

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

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

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

4. DRINKING WATER

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

ii)Where drinking water is obtained. from an Intennittent public water supply, each work place shall be provided

with storage where such drinking water shall be stored.

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

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

5. WASIDNG FACILITIES

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

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

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

6. LATRINS and URINALS

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

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

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

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

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

iv)

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

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

v) There shall be at least one Urinal for male workers upto 50 and one for female workers upto

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

The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at

all times. Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities. Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals. .

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

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

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 s ft) per head. Provided that the Project Engineer ARIES may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRECHES

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

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

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

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

v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

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

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

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

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

v) The floor shall be made of smooth and impervious materials and inside walls shall be lime washed or colour washed at least once in each year. Provided that the inside walls of the kitchen shall be lime washed every four months.

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

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

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

ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 sft) per diner to be accommodated as prescribed in sub-Rule 9.

xi) a) A portion of the dining hall and service counter shall be partitioned off 8D;d reserved for women workers in proportion to their number.

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

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

xiii) a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipments necessary for the efficient ruJUling of the canteen.

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

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

2. A service counter, if provided, shall have top of smooth and impervious material.

3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.

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

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

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

- a) The rent of land and building.
 - b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
 - c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
 - d) The water charges and other charges incurred for lighting and ventilation.
 - e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.
- xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

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

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

12. AMENDMENTS

ARIES may from time to time, add to or amend the regulations based on the decision of the Appropriate Government'. On any question as to the application/interpretation or effect of those regulations the decision of ARIES shall be final.

Contractor's Labour Regulations

1. SHORT TITLE

These regulations may be called the Contractor's Labour Regulation for this work.

2. DEFINITIONS

i) Workman means any person employed by the contractor directly or indirectly through a subcontractor with or without the knowledge of the ARIES to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person :

a) Who is employed mainly in a managerial or administrative capacity or

b) Who, being employed in supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions

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

No person below the age of 18 years shall be employed to act as a workman.

ii) 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.

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

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

3. i) 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.

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

iii) a) Every worker shall be given a weekly holiday normally 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.

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

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

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

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

5. PAYMENT OF WAGES

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

ii) No wage period shall exceed one month.

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

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

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

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

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

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

- b) Deductions for absence from duty Le.. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
- c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or, for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
- d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.

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

x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Project Engineer ARIES or any other authorised representative of the Project Engineer ARIES who will be required to be present at the place and time of disbursement wages by the contractor to workmen.

xi) The contractor shall obtain from the Project Engineer ARIES, or any other authorized representative of the ARIES as the case may be a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form

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

6: FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

i) 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 Le.. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or, for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.

d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register

ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

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

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

iv) The total amount of fine which may be imposed in any wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.

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

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

7. LABOUR RECORDS

- i) The contractor shall maintain a Register of persons employed on work on contract :
in foim XIII of the CL (R&A) Central Rules 1971 (Appendix IV)
- ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R & A) Rules 1971 (Appendix V).
- iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI)
- iv) Register of accident _ The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
 - a) Full particulars of the labourers who met with accident.
 - b) Rate of Wages.
 - c) Sex
 - d) Nature
 - e) Nature of accident and cause of accident.
 - f) Time and date of accident.
 - g) Date and time when admitted in Hospital.
 - h) Date of discharge from the Hospital.
 - i) Period of treatment and result of treatment.
 - j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - k) Claim required to be paid under Workmen's Compensation Act.
 - l) Date of payment of compensation.
 - m) Amount paid with details of the person to whom the same was paid.
 - n) Authority by whom the compensation was assessed.
 - o) Remarks
- v) The contractor shall maintain a Registers of Fines in the Form XII of the CL
(R&A) Rules 1971 (Appendix-XI)

The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and Omissions for which fines can be imposed (Appendix~ X)

- vi) The contractor shall maintain a Register of deductions for damage or loss in
Form XX of the CL (R&A) rules 1971 (Appendix-XII)
- vii) . The contractor shall maintain a Register of Advances in Form XXII of the CL
(R&A) Rules 1971 (Appendix -XIII)
- viii) The contractor shall maintain a Register of Overtime in Form XXIII of the CL
(R&A) Rules 1971 (Appendix XIV)

8. ATTENDANCE CARD-CUM-WAGE SLIP

- i) The contractor shall issue an Attendance card-cum wage slip slip to each workman employed by him in the specimen from at (Appendix -VII)
- ii) The card shall be valid for each wage period.
- iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually stars work. "
- iv) The card shall remain in possession of the worker during the wage period under reference.

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

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

9. EMPLOYMENT CARD

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

10. SERVICE CERTIFICATE

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

11. PRESERVATION OF LABOUR RECORDS

All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Project Engineer ARIES or Labour officer or any other officers authorised by the ARIES in this behalf.

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The Labour Officer or any person authorised by Central Government on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of Fair Wage Clause' and the Provisions of there Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

13. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Project Engineer ARIES concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under clause 13 of these regulations, actual payment to labourers will be made by the Project Engineer ARIES after the ARIES has given his decision on such appeal.

i) The Project Engineer ARIES shall arrange payment to the labour concerned within 45 days from the receipt of the report form the Labour Officer.

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

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

15. PROHIBITION REGARDING REPRESENTATION THROUGH LA'VYER

i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by :

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

16. INSPECTION OF 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, authorised by the Central Government on his behalf.

17. SUBMISSIONS OF RETURNS

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

18. AMENDMENTS

The Central Government/ARIES may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations the decision of the Central Govenent/ ARIES concerned shall be final.

SCHEDULE (A to F)

SCHEDULE 'A'
Schedule of Quantities Attached
Volume-II

SCHEDULE 'B'

Schedule of materials to be issued to the contractors

SoNo.	Description of item	Quantity	Rate in figures and words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5
NIL				

SCHEDULE 'c' Tools and plants to be hired to the contractor.

SoNoo	Description	Hire charges per day'	Place of Issue
1	2	3	4
-NIL-			

SCHEDULE'D'
Extra schedule for specific requirements! NIL
Document for the work. if any

S
C

Schedule of component of materials, Labour etc. for escalation Clause 10 CC	Deleted
Component of Cement	Deleted
Component of Labour Expressed as percent of total value of Work	Deleted
Component of P. c.L. Expressed as percent of total value of Work	Deleted

SCHEDULE 'F'

Reference to General Conditions of Contract

Name of work : Construction of building at Devasthal near Jadapani
Sub- Head : *130 cm telescope building including Sanitary, Plumbing
& Development Works.*

Estimated Cost of Works – Civil Works : Rs 25.00 Lakhs
Electrical Works : Rs 00.00 Lakhs
Total Estimated Cost of Works : Rs. 25.00 Lakhs

Earnest Money Rs. 50,000/-

- ii) Performance Guarantee : 5% of tendered value
- iii) Security Deposit 5% of tendered value

GENERAL RULES & DIRECTIONS

OFFICER Administrative officer of ARIES, Inviting Tender
Definitions See Below

2(viii) Accepting Authority Director, ARIES, Manora Peak, Nainital, Uttarakhand

2(x) Percentage on the Cost of materials and labour to cover all overhead and profits 15%
Civil

2(xi) Standard Schedule of Rates: CPWD's Delhi Schedule of Rates-2002 with
Correction Slips up to
the date of receipt of tenders

Electrical
CPWD's Schedule of rates for Electrical Works
(Part-I Internal)- 1 1994 with Corrections Slips upto

2(xii) Department the date of Receipt of tenders.
 Aryabhata Research Institute Of Observational S.ciences
 Manora Peak, ,Nainital, Uttarakhand.
 An Autonomous Body of D.S.T., Govt. of India.

Clause 1

- i) Time allowed for submission of 'performance Guarantee from the date of issue of 'letter of Intent', in days. 15days
- ii) Maximum allowable extension beyond the period provided in (i) above. 10 days

Clause 2

Authority for Fixing compensation : Director, Manora Peak, Nainital, Uttarakhand. Under Clause 2.

Clause 2A

Whether Clause- 2A shall be applicable : Yes

Clause 5

Number of days from the date of issue : 15 days
 Of letter of Intent / Work Order for
 Reckoning the date of start the Work
 (or) from the date of handing over of
 the site whichever is later.

Mile stone (s) as per table given below

S.No	Financial Progress	Time Allowed {from date of start }
1.	1/8th (of whole work)	1/4th(of whole work)
2.	3/8th (of whole work)	1/2 (of whole work)
3.	3/4th (of Whole Work)	3/4th (of Whole Work)
4.	Full	Full

Time allowed for execution of work. : 06 months
 Authority to give fair and reasonable: Director, ARIES, Nainital, Uttarakhand
 extension of time for completion of

Clause 7

Gross work to be done together with : Rs. 2.00 lakhs
 net payment adjustment of advances
 for material collected, if any, Since the
 last such payment for being eligible to
 interim payment.

**RECOVERY RATES FOR QUANTITIES BEYOND
PERMISSIBLE VARIATION**

S.No	Description of Item	Rates at which recovery shall be made	
<i>i)</i>	Cement	Nil	Rs. 3,000.00 per MT
<i>ii)</i>	Steel Reinforcement	Nil	Rs. 30,000.00 per MT
<i>iii)</i>	Structural Sections	Nil	Rs. 30,000.00 per MT
<i>iv)</i>	Bitumen	Nil	Rs. 8,000.00 per MT

TECHNICAL SPECIFICATIONS

Technical specifications will be carried out in accordance with the Central Public Works Department (CPWD) specifications – 1996, Volume I to VI.

