

**TENDER DOCUMENT**

**CENTRAL WAREHOUSING CORPORATION**

and

**...[Contractor]...**

**DRAFT**  
**Contract Number .....**

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**Contract for Execution of Miscellaneous Repair /Maintenance, upgradation and Construction works in Zone 4 – a cluster of central warehouses located at Chandigarh On Annual rate Contract basis**

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(Signature of the Issuing Officer)

(Signature of the Tenderer)

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(On a Non-Judicial Stamp Paper of INR 100/-)

**THIS AGREEMENT is made this [date] day of [month], [year]**

### **BETWEEN**

- (1) **Central Warehousing Corporation**, a Government of India Undertaking, established under the Warehousing Corporation Act, 1962, having its Regional Office at **Regional Office, 39-42, Dakshin Marg, Sector 31 A, Sector 31, Chandigarh, 160030** and having its Corporate Office at at 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi- 110016 through its Regional Manager, Chandigarh(hereinafter referred to as the "Corporation", which expression, unless the context requires otherwise, shall include its successors and permitted assignees); and
- (2) **[name of the Contractor]**, having its place of business at **[address]** (hereinafter referred to as the "Contractor", which expression, unless the context requires otherwise, shall include its successors/legal heirs and permitted assignees).

### **RECITALS**

Whereas:

- A The Corporation is involved in providing services in the field of warehousing, logistics and related activities to various depositors including, from Government/ private sectors.
- B For the purposes mentioned under recital A above, the Corporation requires the Contractor to provide certain services of miscellaneous Repair /Maintenance, upgradation and Construction works in Zone 4– a cluster of central warehouses *CW Amritsar-I, CW Amritsar BD, CW Pathankot, CW Gurdaspur, CW Bhogpur, CW Garhshankar, CW Hoshiarpur* and the Contractor is engaged in the business of providing such services and has agreed to perform the Services for the Corporation on the terms and conditions set out in this Contract. Accordingly, it is essential to the Corporation that the Services to be provided under this Contract are rendered in timely manner as envisaged in the Contract/ Work Order(s). In entering into this Contract, Contractor acknowledges that time is of utmost importance and agrees to the provisions in the Contract addressing that.

**NOW THEREFORE IT IS HEREBY AGREED** as follows:

1. The Contractor agrees to perform such Services including, any incidental services, in accordance with the terms and conditions of this Contract/ Work Order(S) or as directed from time-to-time by the Corporation, such directions not being inconsistent with this Contract, and in consideration of its due performance of such Services, the Corporation agrees to pay the Contractor according to the rates, terms and conditions herein contained.
2. The Contract shall comprise the following documents:

This Agreement;	
Schedule I:	Conditions of Contract with Appendix(s);
Schedule II:	Scope of Work and Appendix(s)
Schedule III:	Price/ Compensation Schedule

(all hereinafter the "Contract")
3. In the event of any inconsistency or discrepancy between any of the documents listed in Clause 2 above, then precedence shall be in descending order as listed.
4. The terms and conditions of this Contract shall take effect from **[insert date]** (the "Effective Date") and shall be valid for   1   year(s) only.

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5. The required date for commencement of the Work shall be as per the Work Order (s) that may be issued by the Warehouse Manager/ Corporation's Engineer (**Refer Schedule II: Scope of Work**), on need basis, from time to time ("**Commencement Date**"). Notwithstanding any other provisions of the Contract, Corporation's obligations under this Contract or any Work Order shall arise only upon issuance of a Work Order to the Contractor. The Work Order may comprise *inter-alia*, the following:
- Work Order reference Number, Date of Placement;
  - Name of the Work/ services to be delivered;
  - Schedule of handing over of site by the Corporation;
  - Schedule of issue of designs (If required/ applicable) by the corporation;
  - Estimated (abstract) quantities of Work(s);
  - Time of commencement and completion;
  - Reference of quantity estimates whether estimated by Contractor or estimated by CWC Engineer/ Warehouse Manager
  - Defect Liability Period;
  - Place of Work, Site details.
6. The work(s) shall be required to be completed within stipulated time schedule to be reckoned from the 3rd day from date of placement of Work Order in case of R&M/Upgradation works as per Table 2 /Table 3 of Scope of Work (Schedule-II) and from next day from date of placement of Work Order in case of Horticulture & Housekeeping Services mentioned in Table 1 of Scope of Work (Schedule-II) above and immediately upon call by Warehouse Manager for breakdown services mentioned in Table 1 above to meet the time line as per Schedule- II of Scope of Work.
7. For the purposes of Clause 14 (Warranty) of Schedule I (Conditions of Contract) the "Warranty Period" shall be a period as stipulated in the Scope of Work (Schedule-II) from the date of issue of the Completion Certificate in respect of the respective work(s) or, if earlier, the date of termination of the Contract; provided that if any rectification is carried out pursuant to Clause 14 (Warranty), then the Warranty Period shall be extended for a further equivalent period from the date of completion of such rectification.
8. The Contractor has provided the Corporation with an irrevocable and unconditional performance bank guarantee in the sum of \_\_\_\_\_ i.e. [**insert amount**] from a bank or financial institution acceptable to the Corporation (the "**Performance Bank Guarantee**"). The PBG shall be returned to the Contractor after Completion Certificate issued by the Corporation.
- The PBG and or any other Bank Guarantee provided under this Contract shall be duly kept valid by the Contractor for beyond sixty (60) days- after first anniversary of the Letter of Award issued by the Corporation or any Contract/ Work Order extension.
- If requested by the Corporation, the Contractor agrees to extend the validity period of the Performance Bank Guarantee or to issue a further Performance Bank Guarantee in the event that the duration of this Contract is for any reason extended beyond such validity date.
- The Corporation shall make a claim under the Performance Bank Guarantee apart for amounts to which the Corporation 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 Bank Guarantee as described herein above, in which event the Corporation may claim the full amount of the Performance Bank Guarantee.
  - b) failure by the Contractor to pay Corporation any amount due, either as agreed by the Contractor or determined under any of the provisions of this Contract/ Work Order, within 30 days of the service of notice to this effect by Corporation.
9. Notwithstanding any other provisions of the Contract, no payments due to the Contractor by the Corporation under the Contract shall be payable by the Corporation to the Contractor until the copies of

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the certificates of insurance referred to in Clause 21 (Insurance) of Schedule I (Condition of Contract) (wherever applicable) and the Performance Bank Guarantee have been delivered to the Corporation.

10. For the purposes of Clause 31.5 (Notices) of Schedule I (Conditions of Contract), the address for notices shall be:

If to the Corporation/ Regional manager:

**[Insert Address]**

E-mail: [ ]

Attention: [ ]

If to the Contractor:

**[Insert Address]**

E-mail: [ ]

Attention: [ ]

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13. For the purposes of this Contract, the Corporation's Representative for contractual matters shall be **[name/designation- Regional Manager]** and the Corporation's Representative for operational/technical matters shall be **[name/designation]**.

For the purposes of this Contract, the Contractor's Representative for contractual matters shall be **[name/designation]** and the Contractor's Representative for operational/technical matter shall be **[name/designation]**.

14. The following additional terms and conditions shall apply to this Contract:

**[Insert here any additional contract-specific terms and conditions, if any]**

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**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement on the day, month and year herein above written:

Signed by.....

.....[Print Name]

for and on behalf of **CWC**

Witness.....

.....[Witness Name]

Signed by.....

.....[Print Name]

for and on behalf of **[Name of Contractor]**

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Witness.....

.....[Witness Name]

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**SCHEDULE I  
CONDITIONS OF CONTRACT**

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## APPENDIX- 1

### PERFORMANCE BANK GUARANTEE

#### SCHEDULE I CONDITIONS OF CONTRACT

#### 1 INTERPRETATION

##### 1.1 Definitions

In the Contract the following words and expressions shall, unless the context otherwise requires, have the following meanings:

"Affiliate"	shall mean any subsidiary or holding company of any body corporate or any other subsidiary of such holding company. For the purpose of this definition: "subsidiary" shall mean a subsidiary within the meaning of the Companies Act, 2013 but in addition as if that section provided that its members are deemed to include any other body corporate whose rights in relation to it are held on behalf of that other body corporate or by way of security by another person but are treated for the purposes of that section as held by that other body corporate; and "holding company" shall mean a holding company within the meaning of the Companies Act, 2013 but in addition as if that section provided that a body corporate is deemed to be a member of another body corporate where its rights in relation to that body corporate are held on its behalf or by way of security by another person but treated for the purposes of that section as held by it;
"Agreement"	shall mean the Agreement between the Corporation and the Contractor to which this Schedule is attached;
"Claim"	shall mean means any and all claims, demands, liens, judgments, awards, remedies, debts, liabilities, damages, injuries, costs, losses, legal and other expenses, or causes of action of whatsoever nature, including, without limitation, those claims made or enjoyed by dependents, heirs, claimants, executors, administrators, successors or assigns, in whatever jurisdiction the foregoing may arise;
"Commencement Date"	shall mean the required date for commencement of the Work at the Site, as specified in the Contract/ Work Order;
"Corporation Group"	shall mean the Corporation, its affiliate, successors and permitted assignees, and its and their respective directors, officers and employees (including agency personnel).
"Corporation Information"	shall mean all data, documents, materials and information supplied by the Corporation to the Contractor for the purposes of this Contract, including, without limitation, any updated or re-issued information;
"Corporation's Representative"	shall mean the person(s) identified as such in the Agreement;
"Completion Certificate"	shall have the meaning given to that term in Clause 13 (Completion of the Work);

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"Completion Date"	shall mean the required date for completion of the Work as set out in the Contract/ Work Order, as the same may be amended in accordance with the provisions of the Contract;
"Contract"	shall have the meaning given to that term in the Agreement, as the same may be amended or varied in accordance with its terms;
"Contractor's Equipment"	shall mean all tools, plant, equipment, materials and supplies provided by the Contractor Group (whether owned, leased or hired) in connection with the performance of the Work/Services (including, without limitation, those referred to in the Scope of Work) and whether or not for incorporation in the Facilities/ Work(s);
"Contractor Group"	shall mean the Contractor, its subcontractors of any tier, its and their respective Affiliates, successors and permitted assignees, and its and their respective directors, officers, employees (including agency personnel);
"Contractor's Personnel"	shall mean all personnel provided or used by the Contractor Group for the purpose of carrying out the Work, including, without limitation, those referred to in the Scope of Work;
"Contractor's Representative"	shall mean the person(s) identified as such in the Agreement;
"Data"	means all reports, studies, designs, data, drawings and other information, documentation and materials as may be prepared, created or developed by the Contractor as a result of the Work or in accordance with this Contract;
"Effective Date"	shall have the meaning given to that term in the Agreement;
"Facilities"	shall mean the facilities to be constructed/ maintained/ repaired/ renovated by the Contractor as a result of the Work(s);
"Force Majeure"	shall have the meaning given to that term in Clause 22.2 (Definition);
"Government"	shall mean the Government of India, or where applicable, any state, regional or local government or authority, inclusive of any ministry, agency, authority or other entity controlled by same; includes agencies and Public Sector Enterprises under it, in specific contexts;
"Issued Material"	shall mean the resources viz materials, tools, plant, equipment listed in the, Appendix 7 and/or Scope of Work (if any) to be procured by the Corporation and delivered to the Contractor at the specified location to enable to Contractor to carry out the Work;
"Officer –in charge"	shall mean the Corporation representative Officer in the capacity/rank of Warehouse Manager or Engineer who placed the work order to contractor to perform the work/deliver the services under the contract.
"Party"	shall mean either the Corporation or the Contractor as the context so permits and, as expressed in the plural, shall mean the Corporation and the Contractor collectively;
"Scope of Work"	shall mean the scope of work set out in Schedule II (Scope of Work) along with Technical Specifications and any amendment thereto made in accordance with the terms of the Contract;



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"Schedule(s)"	shall mean the schedule(s) to the Contract as referred to numerically and exhaustively therein;
"Site"	shall mean the operating site, construction site or other place where the Contractor is performing the Work and/or any supporting activity in respect thereof;
"Specification"	shall mean those requirements regarding the standard of Contractor's Equipment, as set out in the Contract;
"Warranty Period"	shall have the meaning given to that term in the Agreement;
"Work"	shall mean all work or services to be performed by the Contractor as provided for under the Contract, including, without limitation, the provision of all materials, services and equipment required in accordance with the Contract as per Scope of Work and Technical Specifications;

### 1.2 **Clauses**

Unless otherwise stated, any and all references in the Contract to Clauses are references to the Clauses of this Schedule I of the Contract.

### 1.3 **Headings**

The headings in the Contract are used for convenience only and shall not govern or affect the interpretation of the Contract.

### 1.4 **Plurality**

Words denoting the singular shall include the plural and vice versa, where the context requires.

### 1.5 **Statutory References**

Except as expressly identified, any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.

### 1.6 **Periods**

Unless expressly stated otherwise, all references to days, weeks, months and years shall mean calendar days, weeks, months and years.

## 2 **COMMENCEMENT AND PROGRESS OF WORK**

### 2.1 **Commencement Date**

When Corporation issue the work order(s), on need basis, for any work /services at any day during contract period, The Contractor shall ensure that it is in position ready to commence the Work at the Site no later than the Commencement Date mentioned in work order(s).

### 2.2 **Progress of the Work**

2.2.1 The Contractor shall at all times carry out and complete the Work in accordance with any Work Plan and/or time schedule for the Work specified in the Work Order (s) or if none is specified such other work plan and/or time schedule as may be agreed between the Parties (the "Work Plan").

2.2.2 As soon as possible, but within 3 (Three) working days of receipt of a Work Order, the Contractor shall submit a Work Plan showing the 'Time and Progress Chart' for each milestone within the Time for

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Completion. The Officer in Charge may within 7 (seven) working days thereafter, if required modify and communicate the Work Plan approved to the Contractor, failing which the Work Plan submitted by the Contractor shall be deemed to be approved by the Officer in Charge.

- 2.2.3 In case of non-submission of Work Plan by the Contractor, the Work Plan as may be issued by the Officer in Charge shall be deemed to be final. The issuance of and/or deemed approval of such Work Plan by the Officer in Charge shall not relieve the Contractor of any of the obligations under the Contract.
- 2.2.4 The Contractor shall submit the Work Plan including the 'Time & Progress Chart' and Progress Report using the mutually agreed software or in other format decided by Corporation for the work done during previous month to the Corporation on or before 5<sup>th</sup> day of each month, failing which a recovery as per **Appendix-7** to be decided by the Corporation, shall be made on per week or part basis in case of delay in submission of the monthly progress report.
- 2.2.5 The Contractor shall use the Work Plan as the basis for progress reporting, scheduling, forecasting and controlling performance of the Work. If at any time the progress of the Work does not comply with the Work Plan, the Contractor shall immediately inform the Corporation and shall take all necessary action to re-establish progress in accordance with the Work Plan.
- 2.2.3 A Work Order issued by the Corporation shall only be amended in accordance with the procedure set out in Clause 29 (Variations).

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### 2.3 Completion Date

The Contractor shall complete the Work in accordance with the Contract by no later than the Completion Date stipulated in the Work Order. Upon completion, the Corporation shall issue a Completion Certificate to the Contractor in accordance with Clause 13.3.

## 3 CONTRACTOR'S OBLIGATIONS – GENERAL

### 3.1 Contractor's Performance

- 3.1.1 The Contractor shall perform the Work with all due skill, diligence and care and in a safe, competent and workmanlike manner in accordance with good and prudent industry practice and in accordance with the provisions of the Contract.
- 3.1.2 Except to the extent that it may be legally or physically impossible or create a hazard to safety, the Contractor shall comply with the Corporation's Representative(s) instructions and directions on all matters relating to the Work.
- 3.1.3 The Contractor shall provide all management, supervision, personnel, materials, equipment and supplies, plant, consumables, facilities and all other things, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.
- 3.1.4 Where the Contractor has to work along with other agencies in and around the area allotted for his Works, it shall execute all the Works in complete coordination and cooperation with all such agencies, so that at no time either its work or the works of other agencies is stopped or delayed. In case of any dispute in this regard, decision of Regional Manager of the Corporation will be final and binding on the Contractor. No claim for idle labor, plant and machinery, under any circumstances will be entertained by the Corporation.
- 3.1.5 During execution of the work, the Warehouse may be operational. Contractor has to execute all works in complete coordination and cooperation with all activities confined to the area within the Scope of Work, so as not to affect the operation of Warehouse under any circumstances. In case of any dispute in this regard, decision of Corporation or their representative (officer in charge) will be final and binding

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on the Contractor. Contractor shall also note that work shall progress in phased manner as per operational requirement of Corporation, if any, as may be informed by the Corporation at the time of execution of the Work.

- 3.1.6 The Contractor acknowledges that it has assessed CWC operations at site of work and shall deploy the needful resources after proper planning in such a way that each work/services, under this contract, is completed within stipulated time schedule despite running transactions/ operations of CWC.
- 3.1.7 Contractor shall provide temporary site office with requisite furniture & appliances and godown for storing/ stacking construction materials at their own cost. Space, without charging any rent, to construct temporary godown and to provide temporary site office shall be provided by Warehouse Manager of the Corporation based on availability of space in CWC complex. The area to be provided shall be decided by Warehouse Manager based on availability. The Contractor undertakes that no construction material, supplied goods or any other items/materials is/are placed in the CW Ccomplex in haphazard manner or stored at any place other than its designated place. Warehouse Manager may, in all such case shall have the power to remove such material(s) from the CWC Complex or may relocate the same to designated place at risk and cost of Contractor. Decision of Warehouse Manager in such cases shall be final and binding on Contractor and shall be an exempted matter.
- 3.1.8 Where the Work(s) executed by the Contractor are ultimately to be delivered to the Corporation, the risk and responsibility for the damage, loss, care and maintenance of such Work(s) shall remain with the Contractor until the date of issue of the Completion Certificate in respect of the whole of the Facilities.
- 3.1.9 The Contractor acknowledges that it has already inspected the site and satisfied itself about the actual site conditions and has collected any other information which may be required by the Contractor. The Contractor shall not be entitled for any claim(s) whatsoever, in case of variance of Site conditions prior to or after execution of this Contract.

### 3.2 **Sampling, Inspection and Testing**

- 3.2.1 The Contractor shall, at his own expense and without delay, supply to the Corporation samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications, if any, laid down or referred to in the Contract. The Contractor shall, if requested by the Corporation furnish proof, to the satisfaction of the Corporation that the materials so comply.
- 3.2.2 The Corporation through its representative shall, within 7 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 Corporation for his approval, fresh samples complying with the specifications laid down in the Contract. When materials are required to be tested in accordance with specifications, approval of the Corporation shall be issued after the test results are received.
- 3.2.3 The Contractor shall at his risk & 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 Corporation. 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.
- 3.2.4 The Contractor shall, at his risk & cost, make all arrangements and shall provide all facilities as the Corporation 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 Corporation and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Corporation 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.

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- 3.2.5 The Corporation 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 Corporation 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 Corporation shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Corporation may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.
- 3.2.6 The contractor may at his own expense, provide a material testing lab. at the site for conducting routine field tests. The lab should be equipped at least with the testing equipment, as specified in Appendix 7.
- 3.2.7 Any inspection by the Corporation, test or examination, or any failure by the Corporation to carry out any inspection, test or examination, shall not relieve the Contractor of any of its obligations under the Contract.

### **3.3 Quality Assurance and Quality Control**

- 3.3.1 Promptly after the Effective Date, the Contractor shall provide quality assurance and quality control systems and quality plans for approval by the Corporation. Such systems and plans shall be in accordance with good industry practice and Field quality plans given in Schedule-II (Appendix-IV-technical specification).
- 3.3.2 The Contractor shall ensure, and shall procure that its sub-contractors ensure, that the Work is carried out in accordance with the quality assurance and quality control systems and quality plans approved in writing by the Corporation and any other quality assurance and quality control systems and quality plans provided to the Contractor by the Corporation.
- 3.3.3 All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Corporation and/or his authorized officers-in-charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner's Office and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent, duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.
- 3.3.4 If it shall appear to the Corporation or his authorized subordinates, Chief Engineer and or Other Engineers in his Office of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the Contractor shall, on demand in writing which shall be made within six months (three months in the case of work costing Rs. 10 Lac and below except roadwork) of the completion of the work from the Corporation 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 Corporation in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under Clause 10 of the contract (for non-completion of the work in time) for this default.

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In such case, the Corporation may not accept the item of work at the rates applicable under the contract, but may accept such items at reduced rates as the authority specified in Appendix 7 may consider reasonable during the preparation of on account bills or final bill, if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk & cost of the contractor. Decision of the Corporation to be conveyed in writing in respect of all of the above shall be final and binding on the Contractor and shall be excepted matter(s).

### **4 CONTRACTOR'S EQUIPMENT**

#### **4.1 Contractor's Equipment - General**

- 4.1.1 The Contractor warrants that the Contractor's Equipment shall be adequate to perform the Work, shall be new or as new, of good quality and workmanship and shall comply in all respects with the Specification.
- 4.1.2 The Corporation shall be entitled, at any time, to inspect all or any part of the Contractor's Equipment. If any part of the Contractor's Equipment does not, at any time, meet the requirements of the Contract, then the Contractor shall upon notice from the Corporation promptly replace or repair such part of the Contractor's Equipment to ensure compliance with the Contract.
- 4.1.3 The Contractor warrants good title to all Contractor's Equipment.
- 4.1.4 The Contractor warrants that the Contractor's Equipment has been examined by inspectors of any relevant certifying authority no more than six months prior to the Effective Date and shall, for the duration of the Contract and any extension thereof, conform in all respects with all applicable current laws or statutory instruments setting out regulations to be observed in the conduct of oilfield operations.
- 4.1.5 Any inspection of any item of Contractor's Equipment necessarily required during the currency of the Contract to ensure continued compliance with certification requirements, or for any other reason, shall be conducted at a time convenient to the Corporation (subject to any overriding limitation imposed by any certification authority). All costs connected with any such inspection shall be to the account of the Contractor.

#### **4.2 Spares**

The Contractor shall ensure that the Contractor's operational base at the Site is at all times stocked with spare parts for the Contractor's Equipment that meet the requirements of the Contract, together with all necessary or desirable packing and marking for that purpose and that such spare parts are sufficient to ensure that the Work /services can continue in the event of failure of the Contractor's Equipment.

#### **4.3 Removal of Unserviceable Contractor Equipment**

- 4.3.1 The Contractor shall at its own expense, if required by the Government or if required by the Corporation for operational reasons, promptly remove from the Site, any Contractor's Equipment which may have been rendered unserviceable through any cause during the course of operations hereunder or otherwise deal with the Contractor's Equipment in accordance with the Corporation's instructions, notwithstanding that the Contractor's Equipment may be insured and whether or not declared a loss.
- 4.3.2 In the event that the Contractor fails to carry out its obligations under the foregoing Clause 4.3.1 within seven days of receiving notice from the Corporation, the Corporation shall be entitled to take such measures in respect of any such equipment and, at its sole discretion, shall be entitled to elect, at any time thereafter, to remove the same and shall be entitled to recover all costs and expenses so incurred from the Contractor (including, without limitation, any customs duties or taxes which may be incurred).

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### 4.4 Title and Risk

Where any item of Contractor's Equipment is ultimately intended to become the property of the Corporation pursuant to this Contract (whether through incorporation in the Facilities or otherwise), title to such item shall be transferred to the Corporation with effect from the first arrival of such item at the Site but the risk and responsibility for the damage, loss, care and maintenance of such item shall remain with the Contractor until the date of issue of the Completion Certificate in respect of the whole of the Facilities.

- 4.5 The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc. as Corporation's property and such materials shall be disposed of to the best advantage of Corporation according to the instructions in writing issued by the Officer in charge. The Contractors, in the course of their own work, acknowledges that all materials obtained in the work of dismantling and excavation etc. is the property of Corporation and would be issued to the Contractor (if they require the same for use in the work) at the rates approved by the Corporation, as the case may be.

## 5 CONTRACTOR'S PERSONNEL

### 5.1 Contractor's Personnel - General

- 5.1.1 Subject to all the compliances of Appendix-5, the Contractor shall, at its expense, provide and keep available for the Work, the Contractor's Personnel and shall ensure that the Contractor's Personnel comply with applicable laws and, where necessary for the performance of the Work, are in possession of valid passports and work permits, wherever applicable.
- 5.1.2 The Contractor shall ensure that the Contractor's Personnel shall be sufficient in number, experience and quality to carry out the Work in accordance with the terms and conditions of the Contract.
- 5.1.3 No key member of the Contractor's Personnel assigned to the Works may be replaced without the Corporation's prior written approval, except in the case of death, serious injury or illness of the key member or their immediate family and/or resignation of such personnel not followed by any hiring back by the Contractor during the term of the Contract. Any replacement shall work with the person to be replaced for a reasonable handover period. For the purposes of this Clause, the term "key member" shall mean any member of the Contractor's Personnel who, in the reasonable opinion of the Corporation, performs an important role in the performance of the Work and shall include, without limitation, any project manager, supervisory staff, project engineer or lead discipline engineer.
- 5.1.4 The Corporation reserves the right to reject any member of the Contractor's Personnel, prior to that member commencing any part of the Work.
- 5.1.5 The Contractor shall submit by the 4<sup>th</sup> and 19<sup>th</sup> of every month, to the Corporation, a true statement showing in respect of second half of the preceding month and the first half of the current month respectively:
- (i) the number of labourers employed by him on the work
  - (ii) their working hours
  - (iii) the wages paid to them
  - (iv) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them
  - (v) the number of female workers who have been allowed maternity benefit and the amount paid to them.

In case of failure to comply with the above, the Contractor shall be liable to pay to Corporation, a sum as decided by the authority mentioned in Appendix-7 for each default or materially incorrect statement. Decision of the Corporation shall be final in deducting from any bill due to the Contractor, the amount levied as fine and be binding on the Contractor.

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### 5.2 Removal of Personnel

The Corporation may, at any time after the commencement of the Work and at its sole discretion, direct the Contractor in writing to remove any member of the Contractor's Personnel from the performance of the Work. The Contractor shall immediately comply with such direction and shall, as soon as reasonably practicable, replace, or procure the replacement of, such person with another person suitably qualified and acceptable to Corporation. The Contractor shall bear the costs of any such removal and replacement.

### 5.3 Working Conditions and Discipline of Contractor Personnel

5.3.1 The Contractor shall, at all times, be responsible for the conduct of the Contractor's Personnel and shall ensure that they comply with all applicable laws and honour and observe Indian standards of morality and behaviour.

5.3.2 The Contractor shall comply with, and ensure that its sub-contractors comply with, all labour laws, regulations, standards and practices applicable in respect of the Site. Wherever, applicable, the Contractor shall provide a copy of Labour Licence to the Corporation promptly/immediately after execution of this Contract.

5.3.3 No guarantee will be provided by CWC for accommodation of the Contractor or any of his personnel deployed for the Work(s). The Contractor may, however, be allowed by the Corporation at its discretion, to erect labour camps for housing the labour/ personnel at or near the site of work on available Warehouse premises. The Contractor shall at his own cost make all necessary and adequate arrangements for importation, feeding and preservation of the hygiene of his staff. Contractor shall always permit inspection of the Corporation or his assistant or any official of the Corporation for all sanitary arrangements, made by him. If the Contractor fails to make adequate medical and sanitary arrangements, these may be provided by the CWC and cost thereof will be recovered from the Contractor. The Contractor shall ensure that these labour camps so erected shall not adversely degrade the beauty and aesthetic of CWC / Warehouse complex. The camps shall be erected as per Good Industry Practices giving a neat and clean ambience.

### 5.4 Drugs and Alcohol

Neither the Contractor nor any of the Contractor's Personnel shall, except for bona fide medical purposes, keep, sell, barter, give, dispense or otherwise dispose of any drugs or alcoholic liquors to any person at the Site or permit the same to be done by any person. Alcohol shall not be permitted at the Site save in a form generally used in medicine and forming a bona fide constituent of a medical kit. The Corporation's Representative reserves the right to search the property and person of any member of the Contractor's Personnel to ensure compliance with the provisions of this Clause 5.4 (Drugs and Alcohol). The Corporation's Representative may at his absolute discretion prohibit any member of the Contractor's Personnel to go on to the Site or other facility in the control of Corporation, or may require such person to leave the Site where he has reasonable grounds to suspect non-compliance with the provisions of this Clause 5.4 (Drugs and Alcohol). The Contractor shall at all times comply with the provisions of Appendix 4 (Substance Abuse Conditions).

## 6 TRANSPORT OF PERSONNEL AND EQUIPMENT

### 6.1 Contractor's Responsibility

Unless otherwise specified in the Contract, the Contractor shall be responsible for providing any and all transportation for all Contractor's Equipment and Contractor's Personnel required in connection with the performance of the Work.

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### **7 CORPORATION SUPPLIED RESOURCES**

#### **7.1 Resources viz Issued Material, Tools, Plants and Equipment**

7.1.1 The Corporation shall deliver the Material Tools, Plants and Equipment to the Contractor as specified in the Appendix- 7 of Schedule I. The Contractor shall inspect all such resources when delivered into the Contractor's possession and shall within 48 hours of such delivery notify the Corporation of any defect, deficiency or shortage. In the event that the Contractor does not notify the Corporation of any defect, deficiency or shortage within 48 hours of delivery, then the Contractor will be deemed to have accepted the Issued Material / Tools/ Plants/ Equipment and these resources shall be deemed to have been delivered in a complete and undamaged state.

7.1.2 Title to the Corporation Issued Material / Tools/ Plants/ Equipments shall at all times remain with the Corporation but the risk and responsibility for the damage, loss, care and maintenance of these resources shall rest with the Contractor from the date of delivery to the Contractor until the date of issue of the Completion Certificate in respect of the whole of the Facilities. Upon completion of the Facilities or expiry/ termination of the Contract, the Contractor undertakes to return the resources balanced from consumption in work based on technical consumption requirement as defined in Appendix IV of Schedule II and/or reconcile the same. In case of any unaccounted issued resources, the Contractor shall be liable to the Corporation to pay the cost of such resource.

#### **7.2 Corporation Information**

7.2.1 The Corporation shall provide the Corporation Information to the Contractor as specified in the Scope of Work. The Corporation makes no representation or warranty as to the accuracy or sufficiency of the Corporation Information.

7.2.2 The Contractor shall review the Corporation Information and shall promptly notify the Corporation of any inaccuracies, omissions, contradictions or ambiguities in the Corporation Information.

7.2.3 All Corporation Information shall at all times remain the exclusive property of the Corporation and shall be returned to the Corporation on completion of the Work or termination of the Contract, whichever is the earliest.

7.2.4 The Corporation Information may be updated or re-issued to the Contractor from time to time during the carrying out of the Work.

7.2.5 The Contractor shall not diverge from or change the requirements or parameters referred to in the Corporation Information or the Scope of Work without the prior written approval of the Corporation.

#### **7.3 Deemed Satisfaction**

Notwithstanding the provision of the Corporation Information, the Contractor shall be deemed to have satisfied itself in respect of all relevant matters pertaining to the Work, including, but not limited to, the Scope of Work, the nature of the Work, access to the Site, local facilities, climatic, sea, other water and weather conditions, working hygiene and working environment conditions and all other matters which may affect the performance of the Work. Any failure by the Contractor to take into account any of the aforementioned matters shall not relieve or excuse the Contractor from any of its responsibilities, liabilities or obligations hereunder or entitle the Contractor to any extra payment.

### **8 HEALTH, SAFETY AND ENVIRONMENT**

#### **8.1 Safety**

The Contractor shall observe and comply with all laws, regulations, restrictions, guides and issued by any authority having jurisdiction in the respect of the Site relating to health, safety and environment including, as provided in Appendix-4. In respect of all labour/ personnel directly or indirectly employed for execution of the work(s) 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 CPWD's Safety Code (a copy of which Contractor acknowledges to have received), framed from time to time and shall at his



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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 as decided by the authority mentioned in Appendix-7 for each default and in addition, the Corporation shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the Contractor.

### **8.2 Compliance with Corporation HSE Requirements**

The Contractor shall observe and comply with the health, safety and environment requirements set prescribed by any statutory authority and/or set out in the Contract including, without limitation, the Corporation's HSE policy and guidelines (or relevant part thereof) set out in the Contract.

### **8.3 Obligations of Contractor**

8.3.1 It shall be the Contractor's obligation to determine at all times whether the Work can be safely continued or undertaken including, without limiting the generality of the foregoing, determining by the Contractor's own inspection that all Contractor's Equipment is loaded and/or stored in a proper and safe manner and that the Contractor's Equipment is in all respects suitable to undertake the Work in the then existing conditions.

8.3.2 The Contractor shall store all material brought by him for incorporating in works such that its physical and material property are not damaged. Its storage should not be haphazard and exposed to weather, sun (in case it is not so recommended by manufacturers). Raw construction material viz bricks, sand, aggregates, TMT, Roof sheets, Pipes etc shall not be stacked in circulation area. These to be stored over space identified by Corporation only despite of lead and carriage within CW Complex. All earth excavated from pit shall be disposed off neatly at the end of day. Construction material, in CW Complex, shall be stored such that CW operations and campus aesthetic is not disturbed. In case of Contractor's failure in this regard, the Corporation shall have power to shift the stored items and relocate the same. Any cost and damage upon such shifting shall be at the risk and cost of the Contractor.

8.3.3 No inflammable materials, such as petroleum, oil etc. within the meaning of the Indian Petroleum Act and Indian Explosives Act shall be stored at site or adjacent land, until approval of the Corporation and necessary license under the Act has been obtained by the Contractor. All due precautions, as required under the Acts shall be taken by Contractor.

8.3.4 The Contractor shall ensure that equipment or rubbish in any form originating from the Work will be collected promptly in a place at the Site suitable for ready and prompt removal therefrom.

### **8.4 Responsibility for Safety of Contractor Personnel**

8.4.1 The Contractor shall, throughout the duration of the Contract be responsible for the safety of the Contractor's Personnel and agrees that the Contractor's Personnel, whilst on the Site, shall attend and conduct safety drills as may be directed by, or on behalf of, the Corporation.

8.4.2 The Contractor shall hold regular meetings with the Contractor's Personnel to instruct and up-date them regarding compliance with the requirements of this Clause 8 (Health, Safety and Environment) and shall provide evidence of this to the Corporation on request. The Contractor shall at all times provide appropriate and adequate personal protective equipment and safety equipment to the Contractor's Personnel.

8.4.3 The Contractor shall have proper arrangements in place for the effective supervision of the execution of the Work by the Contractor's Personnel so as to ensure safe and proper execution of the Work. Where the Work is being performed at an offshore location, the Contractor shall ensure that those members of the Contractor's Personnel working offshore have undergone sea survival training.

### **8.5 Contractor's Policy**

The Contractor may supply to the Corporation a copy of the Contractor's health, safety and environmental policy prior to commencement of the Work. The policy shall indicate how the

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responsibility for health, safety and environmental matters is allocated and shall specify by name one individual amongst the Contractor's Personnel with overall responsibility for such matters. The policy shall indicate in clear terms the practices, procedures and measures which the Contractor intends to follow or take to protect all resources at the Site, including men and materials, during the carrying out of the Work. The policy shall also include details of the emergency procedures to be followed in case of injury to any person, damage to any works, equipment or materials and pollution to the environment. The policy shall be complementary to the Corporation's HSE policy and guidelines referred to in Clause 8.2 (Compliance with Corporation HSE Requirements) and the other requirements set out in this Clause 8 (Health, Safety and Environment).

### **8.6 Compliance with Corporation's Instructions**

Without prejudice to the foregoing provisions of this Clause 8 (Health, Safety and Environment), the Contractor shall comply with all safety instructions of the Corporation consistent with the provisions of the Contract including, without limitation, the safety instructions of any of the Corporation's other contractors. Such instructions shall, if the Contractor so requires, be confirmed in writing by the Corporation's Representative, so far as practicable.

### **8.7 Warehouse Manager and Engineer**

The Contractor acknowledges that the Corporation shall be represented by Warehouse Manager and/or Engineer. Such representatives shall have the general responsibility for matters affecting safety, emergency response, health or welfare and the maintenance of order and discipline, and in the discharge of that responsibility shall exercise authority over all personnel of Corporation, the Contractor's Personnel and the personnel of other contractors of the Corporation when present on or near the Site.

The Contractor hereby acknowledges the authority of the Warehouse Manager and/or Engineer and shall ensure that the Contractor's Personnel shall recognize such authority and comply with all instructions (whether written, oral or otherwise) of such Warehouse Manager and/or Engineer.

### **8.8 Reporting**

8.8.1 The Contractor shall immediately inform the Corporation in writing when an incident or accident occurs (including, without limitation, any fatality, lost time incident, medical treatment case, first aid case near miss or any other loss related incident) in any way connected with the Work, whether or not it may affect any operations of the Corporation or the operations of others working on behalf of the Corporation, and shall maintain accurate records therefor. Any fatality or major accident or incident shall be reported to the Corporation within 24 hours of occurrence. The Contractor shall also submit a monthly report in respect of all incidents or accidents in any way connected with the Work detailing, without limitation, the nature of such incident or accident, the extent of lost time, the reasons for the incident or accident and future preventive measures which will be taken by the Contractor.

8.8.2 In addition to the foregoing, the Contractor shall promptly conduct incident investigations on all fatalities or major accidents or incidents and submit a report with its findings, conclusions, recommendations and actions taken or planned to the Corporation within one week from the date of occurrence of such fatality or major accident or incident. The Corporation shall be entitled to join the Contractor in its investigation of the matter or carry out its own independent investigation. In either case, the Corporation's role in any such investigation shall not relieve the Contractor of its obligation to conduct its own investigation and to submit its report to the Corporation within the stipulated time.

## **9 REPRESENTATIVES**

### **9.1 Corporation's Representative**

9.1.1 The Corporation's Representative(s) shall act in full charge of the Work and shall have full authority to liaise with the Contractor's Representative(s) to resolve all day to day matters which may arise between the Contractor and the Corporation.

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- 9.1.2 The Corporation's Representative(s) shall monitor the performance of the Work and shall have the authority necessary to enforce the provisions of this Contract.
- 9.1.3 The Corporation's Representative(s) shall be entitled to inspect the Work and all documentation relating thereto at any time.
- 9.1.4 The Contractor shall direct all matters relating to the Contract to the Corporation's Representative(s) and shall act only in accordance with the instructions of the Corporation's Representative(s).

### 9.2 Contractor's Representative

The Contractor's Representative(s) shall act in full charge of the Work and shall have full authority to liaise with the Corporation's Representative(s) to resolve all day to day matters which may arise between the Contractor and the Corporation.

### 9.3 Change of Representatives

Either Party may:

- (a) revoke the appointment of any person appointed as that Party's representative and may appoint another person as representative in his/her place; or
- (b) appoint any person to be an additional representative for a stated purpose.

No such revocation or appointment shall be effective until notice of it is given to the other Party.

## 10. Liquidated Damages

- 10.1 Except as provided under Clause 22 (Force Majeure) in case, the execution of Work(s) is/are delayed beyond the time for completion of Work(s) under any Work Order, without prejudice to right to take action under Clause 24, the Contractor shall be liable for liquidated damages to the Corporation. Unless specifically provided in Appendix-7, the liquidated damages shall be deducted in the following manner:

- In case the scheduled completion of work under any Work Order is more than six months- at the rate 1% (one percent) per month of delay to be computed on per day basis based on the total Work Order value/price determined as per the total amount determined by the Corporation to be payable against a Work Order;
- In case the scheduled completion of work under any Work Order is more than two months and up to six months- at the rate 2% (two percent) per month of delay to be computed on per day basis based on the total Work Order value/price determined as per the total amount determined by the Corporation to be payable against a Work Order;
- In case scheduled completion of work under any Work Order is up to two months- at the rate 5% (five percent) per month of delay to be computed on per day basis based on the total Work Order value/price determined as per the total amount determined by the Corporation to be payable against a Work Order;

Provided always that the total amount of liquidated damages shall not exceed 10% of the estimated Work Order price/value.

- 10.2 The right of Corporation to levy liquidated damages under this clause shall survive the expiry/termination of Contract.

## 11 PATENTS

### 11.1 Indemnity

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The Contractor shall be liable for and shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with any infringement (whether actual or alleged) of any patent or other intellectual property right arising out of or in connection with the performance of this Contract by the Contractor.

### **11.2 Continued Performance**

If the Contractor is prevented from performing any part of the Work as a result of an infringement (whether actual or alleged) of any patent or other intellectual property right the Corporation shall have no liability to pay for any part of the Work not performed as a result. The Contractor shall use all reasonable endeavours to utilise alternative methods and/or processes and/or equipment to continue to carry out the Work in accordance with the Contract.

### **11.3 Exception**

The provisions of Clause 11 (Patents) shall not apply to the extent that the infringement necessarily arises from the Corporation's specifications or instructions to the Contractor, provided that the Contractor could not reasonably have been aware of such possible infringement.

## **12 DATA/ DRAWINGS**

### **12.1 Delivery of Data**

12.1.1 The Contractor shall deliver to the Corporation or to any other party designated by the Corporation, all Data/ Drawings, promptly on preparing/ obtaining such Data/Drawings. In the event of suspension or termination of the Contract, the Contractor shall immediately deliver to the Corporation all undelivered Data/ Drawings. The Contractor may not retain copies of such Data/Drawings unless it shall have first obtained the Corporation's written consent. The Contractor shall take all possible measures to ensure that no magnetic medium (tape, disk or other) will be passed through, or otherwise come into the vicinity of, any form of magnetic device during transport of the Data/ Drawings. Prior to the transport of any Data/Drawings by the Contractor, the Contractor shall advise the Corporation's Representative of the shipping and packing details.

#### **12.1.2 Completion Drawings (in case of new construction only)**

Completion drawings on as built basis of all the completed works for showing the layout of the area with dimensions, slopes and details of building, reinforcements used, pavement, drain, cable trenches, machine foundations etc. shall be prepared by the Contractor at his own cost. The Contractor will supply three copies of completion drawings along with soft copy in CD / Pen- drive with the final bill. In case, contractor does not submit the Completion drawing within 30 days of completion of the work or expiry/termination of Contract or with final bill, he shall not be entitled to receive any outstanding payment from the Corporation and the SD, PBG if available with CWC may be forfeited.

### **12.2 Ownership of Data/ Drawing**

12.2.1 All Data/Drawing(s) shall be the property of the Corporation from the date of its creation or development. No Data/ Drawing(s) created or developed by the Contractor under this Contract shall become the property of the Contractor; provided that the risk and responsibility for the loss of, or damage to, any Data/Drawing(s) shall remain with the Contractor until delivery of such Data/Drawing(s) to the Corporation.

12.2.2 All Data shall be fit for the purposes specified in the Contract.

12.2.3 All items created or developed by the Contractor outside the Contract shall remain the property of the Contractor, provided that the Corporation shall have the right to use any such item where it is provided to the Corporation as part of the Work.

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### 13 COMPLETION OF THE WORK

#### 13.1 Notification by the Contractor

Upon completion of the Work (or any part thereof), the Contractor shall notify the Officer in charge. The Corporation Officer in-charge shall inspect the Work as soon as reasonably practicable and advise the Contractor whether the Work (or relevant part thereof) have been completed in accordance with the Contract.

#### 13.2 Measurements for Works/Record of E- Measurements

- (i) Separate E -MB (Electronic Measurement Book) (“**EMB**”) shall be prepared for each Work Order.
- (ii) E-MB shall be maintained by Contractor and measurement shall be recorded therein. The date and time on which ‘on account’ or ‘final’ measurements of the Works/ Services completed are to be made shall be communicated to the Officer in charge. The date and time of test checks shall be communicated to the Contractor who shall be present at the Site of Work(s) where measurement is to be checked and shall witness the test checks, failing the Contractor’s attendance the test checks will not be conducted in his absence.
- (iii) The measurement (Test Check) shall be verified and accepted/rejected- by officer in charge who has placed the work order.
- (iv) The Contractor shall ensure that measurements for all works, which may be partially or wholly hidden in the course of construction are duly recorded in the Measurement book and tested /checked by Officer in charge, before that portion of work becomes inaccessible for measurement.
- (v) Incorrect measurement, actions to be taken: If in case during test check or otherwise, it is detected by the Officer in charge that Contractor has claimed or recorded any exaggerated measurement or has claimed or recorded any false measurement for the works which have not been executed; amounting to variation of 5% or more from actual work done, any exaggerated measurement, false claim shall not be paid and for repeated conduct on part of the Contractor, the Corporation shall have a right to terminate the Contract and any EMD, retention money or PBG available with CWC at the time of termination shall be forfeited and contractor shall be debarred from participating in future tender of Corporation as per Corporation’s policy.

#### 13.3 Completion Certificate

13.3.1 Where the Corporation agrees that the Work (or relevant part thereof) have been completed in accordance with the Contract, the Corporation or its authorized representative shall issue a completion certificate (the “Completion Certificate”) to the Contractor. If the Work has not been completed in accordance with the Contract the Corporation or its authorized representative may advise the Contractor of the steps to be taken for completion and the Contractor shall promptly carry out such steps. In the event that a Completion Certificate , issued by corporation or its authorized representative identifies certain minor deficiencies and defects in the Work, the Contractor shall ensure that all such deficiencies and defects are remedied or repaired to the Corporation's satisfaction as soon as reasonably practical after the date of the Completion Certificate.

13.3.2 Issue of a Completion Certificate by the Corporation shall not relieve the Contractor of any of its obligations and/or liabilities under the Contract.

#### 13.4 Extensions of Time

13.4.1 If the Contractor is delayed in performing the Work under this Contract/Work Order solely as a result of:

- (a) an event of Force Majeure; or
- (b) suspension of the Work by the Corporation pursuant to Clause 25.1 (Suspension Without Cause); or

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- (c) Variation of quantities by the Corporation (Clause 29); or
- (d) delay on the part of other contractors or tradesmen, engaged by Corporation in executing work, not forming part of the Contract, or
- (e) any other similar cause(s) which, in the reasoned opinion of the Officer in Charge is beyond the Contractor's sole control.

Upon the happening of any such event causing delay, the Contractor shall immediately give notice within seven (7) days thereof in writing to the Corporation. The Contractor shall have no claim of damages for extension of time granted or rescheduling of milestone(s), if any for events listed in this sub-clause.

- 13.4.2 In case, the Work is hindered by the for any reason attributable to the Corporation, the Corporation shall give a fair and reasonable extension of time and reschedule the milestones for completion of work. In case of concurrent delays under this sub-clause, the Contractor shall be entitled to only extension of time and no damages.
- 13.4.3 With every request for extension of time, the Contractor shall indicate the period for which rescheduling of milestone/s or extension of time is desired along with a revised programme, which shall include all details of pending drawings and decisions required to complete the Contract/Work Order and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery, as specified in **Appendix-7** shall be made on per day basis in case of delay in submission of the revised programme.
- 13.4.4 In any such case as above, the Corporation may give a fair and reasonable extension of time for completion of work or reschedule the milestones. The Corporation shall finalize/reschedule a particular milestone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority, specified in **Appendix 7**, in writing, within 21 days of the date of receipt of such request from the Contractor. In the event of the Contractor failing to seek extension of time, the Corporation, after affording opportunity to the Contractor, may give, supported with a programme (as specified under Clause 13.4.3 above), a fair and reasonable extension within a reasonable period of occurrence of the event.
- 13.4.5 If the Contractor is delayed in performing the Work under this Contract/ Work Order as a result of its own delays, the Corporation may exercise its rights either to Terminate (Clause 24) or extend the time to a further date whilst reserving its right to or by levying liquidated damages.
- 13.4.6 Record of all such hindrances shall be maintained as described in Appendix 7 based on the information/notices provided by contractor and effect of such hindrance on actual performance of work as decided by Officer in charge. Only the events, which actually forced to stop or slowdown the performance of work shall be recorded in hindrance register.

## **14 WARRANTY**

### **14.1 Warranty**

The Contactor warrants that it has performed and shall perform the Work in accordance with the provisions of the Contract, and that the Facilities will be free from defects during the Defect Liability Period provided in Schedule-II Scope of Work.

### **14.2 Notice by Corporation**

If the Contractor is in breach of the warranty set out in Clause 14.1 (Warranty), the Corporation may notify the Contractor in writing before or during the Warranty Period specifying the nature of such breach and requiring the Contractor to rectify such breach. Upon receipt of any such notice, the Contractor shall, at its own expense, immediately commence and thereafter continuously proceed to

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rectify such breach (including, if applicable, re-performance of the relevant part of the Work) to the Corporation's reasonable satisfaction and in accordance with the provisions of this Contract.

### **14.3 Rights of Corporation**

If the Contractor fails to comply with the provisions of Clause 14.2 (Notice by Corporation) or if, in the reasonable opinion of the Corporation rectification of such breach by the Contractor would be prejudicial to the Corporation's interests, the Corporation shall be entitled to engage a third party to perform (or re-perform) any part of the Work not properly performed by the Contractor and shall be entitled to recover from the Contractor any additional costs incurred by the Corporation in so doing.

## **15 INDEPENDENT CONTRACTOR**

### **15.1 Status of Contractor**

The Contractor shall at all times be an independent contractor with respect to performance of the Work and neither the Contractor nor any person employed by the Contractor shall, other than as expressly authorised by the Corporation in writing, either represent itself or himself (as appropriate) as, or be deemed for any purpose to be, an employee, agent, or representative of the Corporation in the performance of the Work. Nothing in this Contract shall be deemed to create a joint venture, partnership or agency between the Parties.

### **15.2 Other Contractors**

The Corporation reserves the right to perform other work or services or enter into other contracts related to the Work hereunder. The Contractor shall afford the Corporation or other such contractors every opportunity for the execution of their work or services.

## **16 PRICES AND RATES**

### **16.1 General**

The Contractor shall, subject to the other provisions of this Contract and the provisions set out in Schedule III (Price/ Compensation Schedule), be paid for the Work in accordance with the prices and rates set out in Schedule III (Price/ Compensation Schedule).

Unless otherwise stated in this Contract, the price once accepted shall remain firm and will not vary during contract period or extended period for any reason.

## **17 PAYMENT**

### **17.1 Invoices**

17.1.1 For works, where stipulated period of completion is more than 1 month, running/on-account payments shall be made based on detailed measurements recorded in the measurement books for the actual work executed by the Contractor during the preceding month. Contractor shall raise the bills on monthly basis, (during 1st week of each month or as may be decided mutually between Corporation and Contractor) incorporating certified measurement of all works/services completed during previous month.

17.1.2 For Works/services, where stipulated period of completion is up to 1 month and in case of General Maintenance works/services, only final payment upon satisfactory completion of Works/ delivery of services shall be done within 30 days from the receipt of final bill by the Corporation. Contractor shall raise the bill along with Corporation's certified measurement of all works/services completed during previous month.

17.1.3 The Contractor shall submit to the Corporation on or before the seventh (7<sup>th</sup>) day of each month an invoice detailing the amounts payable to the Contractor under this Contract in respect of the preceding

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month. Each invoice shall in addition to any requirements of Schedule III (Price/ Compensation Schedule):-

- (a) be in duplicate;
- (b) bear the Contract Number, work order number, name of work/services , date of work;
- (c) state the name, e-mail address, mobile telephone number of the Corporation's Representative; and
- (d) be accompanied by supporting evidence and itemised in accordance with the Corporation's requirements as per below:
  - Copy of paid challans of PF/ESI (as applicable) of a period preceding month;
  - register of Skilled/Semiskilled/Unskilled labors supplied, deployed on the work during the month, muster roll.
  - theoretical Consumption Statement of cement, steel & bitumen (if used in the work),
  - invoice of Cement, Paint, Floor Hardener, Steel & bitumen (as brought for use at Site)
  - test reports of the works claimed in the bills (Mandatory Items as per field quality plan)
  - Certified copy of EMB.
  - Copy of the certificate issued by Indian tax authorities, enabling the Corporation to make payments to the Contractor after deduction of such taxes as per prescribed rate in the certificate.
  - Copy of the Permanent Account Number ('PAN') card issued by the Indian Tax authorities,

Invoices and mentioned documents in the Contract shall submitted by the Contractor as per Bill Proforma enclosed through CWC online Bill Tracking System (BTS) only to the Regional Manager of the Corporation. Contractor must ensure that all invoices for services performed or goods delivered are submitted to the Corporation within 60 days of rendition of service or goods delivered, as the case may be. Late submission of Invoices beyond abovementioned period may result into denial of payments to Contractor on the sole discretion of the Corporation.

**Note:**

- (a) Water charges @ 1 % of tendered rates shall be deducted if the water is supplied by CWC. Certificate of Warehouse Manager shall be required.
- (b) Electricity Charges shall be deducted based on actual electricity consumed and the rates charged by electricity supplying Agency. Certificate of Warehouse Manager shall be required.
- (c) No bill (invoice) shall be accepted without EMB as mentioned above.
- (d) No bill (invoice) with EMB shall be accepted if it is not submitted through online BTS.
- (e) Contractor can submit documents mentioned at above subsequently within 15 days of submitting the bills on BTS but submission of EMB duly certified by Officer in charge along with Bill is mandatory.
- (f) No interest shall be payable, if payment is delayed beyond the stipulated period due to any reason.
- (g) Income tax as well as Goods and Service Tax or any other Tax / Levy, as applicable by the Central / State Govt., shall be recovered on the gross amount of each bill.

17.1.4 The Corporation shall make payment on satisfaction of all the requirements (if any) of the Reserve Bank of India (FEMA regulations), or any other regulation in relation to payment in foreign currency in relation to the Services provided by the Contractor.

17.1.5 While retaining 5% of the invoice amount as retention amount, in case of the invoices towards works completed with defect liability /warranty as mentioned in Schedule-II, the Corporation shall pay 95% payment towards any invoice received from the Contractor in the manner herein below:



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- Where the Contractor submits a correct invoice under Clause 17.1.1 along with EMB however without other documents as stipulated under Clause 17.1.3 above, the Corporation shall make an initial 75 % payment (of amount duly certified by Corporation in claimed bill after deducting necessary retention amount/Liquidated Damages/ TDS, wherever applicable and/or any other technical/ financial withholding/recovery as suggested by the Corporation's representative within seven (7) working days from the date of receipt of such invoice with EMB in BTS. The balance payment (net off any withheld, deduction, recovery, retention etc), shall be released within seven (7) working days of receipt of complete set of the supporting documents in accordance with Clause 17.1.3.
  - Contractor can raise next monthly bill only after submission of complete supporting documents as above with respect to previous monthly bill pending for submission by him if any.
  - Where the Contractor submits a correct invoice under Clause 17.1.2 along with all the documents stipulated under Clause 17.1.3 above, full payment of amount duly certified by Corporation in claimed bill after deducting necessary retention amount/Liquidated Damages/ TDS, shall be paid within (7) days from receipt of such correct invoice.
- 17.1.6 The retention amount of 5% of all the invoice(s), as applicable with defect liability period, shall be released only upon satisfactory completion of Defect Liability Period. While releasing, appropriate adjustment(s) may be made by the Corporation to recover any dues of the Contractor, including but not limited to, recovery on account of labour engagement, arising out of this Contract/ Work Order to the Corporation.  
Only upon accumulation of such retention amount to a minimum of INR 5 lacs, should the Contractor seek to withdraw the said retention amount, the same may be released by the Corporation upon Contractor submitted a valid Bank Guarantee/ Government Security(s) of an equivalent amount for which withdrawal is sought.
- 17.1.7 Any invoice not complying with the provisions hereof may be returned by the Corporation to the Contractor whereupon the Contractor shall submit a rectifying invoice. The Corporation shall make payment of such rectifying invoice in accordance with this Clause 17.
- 17.1.8 No payment made by the Corporation shall be construed as acceptance in whole or in part of the performance by the Contractor of any of its obligations under this Contract.
- 17.1.9 All items provided by the Contractor under the provisions of Schedule III (Price/ Compensation Schedule) or the Scope of Work that are expressly stated therein to be reimbursable by the Corporation shall be invoiced to the Corporation with detailed supporting documentation. The detailed supporting documentation shall include, without limitation, good quality copies of all relevant receipts and a detailed summary of the use of and reason for such item. All such supporting documentation must be approved and signed by a representative of the Corporation prior to the submission of the relevant invoice.
- 17.1.10 Unless otherwise specified in Schedule III (Price/ Compensation Schedule), all rates and charges payable by the Corporation under this Contract shall be invoiced and paid in Indian Rupees (INR).

### **17.2 Corporation's Right to Dispute Invoices**

If the Corporation disputes any item on an invoice received pursuant hereto then it shall be entitled to withhold, without payment of interest, the amount in dispute.

### **17.3 Payments Due to the Contractor**

The Corporation shall be entitled to deduct from any payment due or becoming due to the Contractor under this Contract or any other Contract and/or from PBGs, retention amount(s), all costs, damages, recovery or expenses for which the Contractor is liable to the Corporation under this Contract or any other Contract.

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### **17.4 Audit**

The Contractor shall maintain proper and accurate records in relation to this Contract and shall provide copies of the same to the Corporation on request. The Corporation (or its appointed representative) shall have the right to audit the relevant books and accounts of the Contractor in relation to any reimbursable charges paid for by the Corporation under this Contract. Such audit right shall survive for a period of 3 years following the expiry or termination of the Contract. Any incorrect payments identified by such audit shall be adjusted between the Parties as appropriate.

### **17.5 Liens**

17.5.1 The Contractor shall not claim any lien, charge or the like on any aspect of the Work, the Facilities or on any property of the Corporation Group. The Contractor shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with any lien, charge or the like created or caused by any member of the Contractor Group arising out of or in connection with the performance of the Contract.

17.5.2 Without prejudice to the generality of Clause 17.5.1, should any act or omission of the Contractor Group result in any lien, charge or the like existing upon the property of the Corporation Group, the Contractor agrees to refund to the Corporation upon demand all monies that the Corporation Group may be compelled to pay to discharge any such lien.

### **17.6 Subcontracts**

17.6.1 The Contractor shall ensure that the provisions of the foregoing Clauses 17.4 (Audit) and 17.5 (Liens) are included in all agreements it shall enter into with any subcontractors who shall supply any labour, equipment or materials to be provided under this Contract.

17.6.2 The Contractor agrees to furnish to the Corporation, promptly on request, a full and complete statement that all the Contractor's suppliers, subcontractors and vendors have been paid in full for work done or materials furnished in connection with the performance of the Work.

### **17.7 Payment upon Completion**

17.7.1 Following the expiry or termination of the Contract, the Contractor shall prepare and submit to the Corporation within 30 (thirty) days a statement in the form of a final account, specifying the outstanding amounts which the Contractor intends to invoice to the Corporation for payments due to the Contractor in accordance with the provisions of this Clause 17 (Payment). The Contractor shall submit to the Corporation its final invoice in respect of such statement within 60 (sixty) days of the date of the expiry or termination of the Contract and shall confirm in writing to the Corporation that such invoice constitutes the final demand for all outstanding sums due to the Contractor under the Contract.

The Contractor acknowledges that once the Final Bill has been submitted, it shall have no other/further claim(s) whatsoever under the Contract and the said other/further claim(s) shall be deemed to have been waived and extinguished.

17.8.2 Following the expiry or termination of the Contract, the Corporation shall not be required to make payment of any invoice not received in accordance with this Clause 17.7 (Payment upon Completion).

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 Officer- in-Charge, will, as far as possible be made within 2 Month from the date of receipt of the Final bill in BTS by corporation complete in all respect.

## **18 TAXATION**

### **18.1 Definitions**

For the purposes of this Clause 18 (Taxation):

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- (a) "Tax" or "Taxes" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;
- (b) "Government Authority" or "Government Authorities" means any local or national government or authority of any country, competent to levy any Tax.

### **18.2 Person Responsible for payment of taxes**

#### **18.2.1 General:**

Except as may be expressly set out in this Contract, the Contractor shall be responsible for:

- (a) the payment of all Taxes now or hereafter levied or imposed on the Contractor or its subcontractors or on the personnel of the Contractor or its subcontractors by any Government Authority in respect of any wages, salaries and other remuneration paid directly or indirectly to persons engaged or employed by the Contractor or its subcontractors (hereinafter referred to as "Personal Income tax");
- (b) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the actual/assumed profits and gains made by the Contractor or its subcontractors (hereinafter referred to as "Corporate Income tax");
- (c) the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the Goods and services, if any, provided to the Corporation by the Contractor or its subcontractors (hereinafter referred to as "GST"); and
- (d) the payment of any other Taxes now or hereafter levied or imposed by any Government Authority on the Contractor or its subcontractors as a result of the performance of this Contract.

### **18.3 Withholding taxes and Withholding certificates**

- 18.3.1 The Corporation shall, at the time of its payments due to the Contractor, withhold the necessary taxes at such rate as is required by any Government Authority, unless and to the extent that the Contractor shall produce to the Corporation any certificate issued by a Government Authority (having authority to issue such certificate) entitling the Contractor to receive the payments under the Contract for a prescribed period without deduction of any tax or deduction at a lower rate.
- 18.3.2 The Corporation shall provide the necessary withholding tax certificates to the Contractor within the time stipulated by the relevant law to enable the Contractor to file the same with the Government Authority as a proof of payment of such taxes.

### **18.4 Person Responsible for filing of returns / information to Government Authorities**

- 18.4.1 The Contractor shall be responsible for filing all necessary Tax returns (including, without limitation, returns for Corporate Income tax, Personal Income tax, GST as applicable) with the relevant Government Authorities in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government Authorities.
- 18.4.2 The Contractor shall also ensure that its subcontractors file such returns as stipulated by the relevant Government Authorities and furnish such information as requested for by the relevant Government Authorities.
- 18.4.3 The Corporation, with respect to the tax withheld from the Contractor in accordance with Clause 18.3 (Withholding Tax and Withholding Tax Certificates), shall be responsible for filing the withholding tax returns with the relevant Government Authorities in accordance with applicable statutory requirements.

### **18.5 Corporation's rights, if treated as representative assessee by Government Authorities**

In certain situations, a Government Authority may treat the Corporation as the representative assessee of the Contractor and/or its subcontractors and recover the Taxes due to the Government Authority by

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the Contractor or its subcontractors from the Corporation. In such situations, the Corporation shall have the following rights:

- (a) The Corporation shall be entitled to recover from the Contractor, the Taxes paid on behalf of the Contractor or its subcontractors (together with any costs and expenses incurred by the Corporation in connection therewith) or to retain the same out of any amounts to be paid to the Contractor or its subcontractors that may be in its possession (whether due under this Contract or otherwise) and shall pay only the balance, if any, to the Contractor; and
- (b) If the Corporation is required to furnish any details or documents in such capacity, the Corporation shall request the details or documents to be furnished to it by the Contractor and the Contractor shall immediately furnish the same to the Corporation. If the Contractor fails to comply with the foregoing, any penalty/interest levied on the Corporation for non-filing or late filing of details or documents in this regard shall be recoverable from the Contractor.

### **18.6 Indemnity**

The Contractor shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with any Taxes which may be levied or imposed on the Contractor or its subcontractors by any Government Authority arising out of or in connection with the performance of this Contract.

### **18.7 Change in Law**

All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension, if any. No adjustment, i.e. increase or decrease shall be made for any variation in the rate of any tax, levy or cess applicable on input goods or services.

If, post due date of tender submission, there is any change in law which results in a change in the rate of any Tax or the introduction of a new Tax applicable on Contractor's prices or rates on output services then the Parties shall agree to a revision in pricing to reflect such change provided that:

- (a) the Party requesting such revision shall promptly (and in any case prior to submission of the Contractor's final invoice under this Contract) notify the other Party that such change in law has arisen; and
- (b) the Party requesting such revision shall provide the other Party with documentary proof of such change in cost to the reasonable satisfaction of the other Party; and
- (c) the provisions of this Clause 18.7 (Change in Law) shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay.

The Contractor shall keep necessary books of accounts and other documents for the purpose of these conditions, as may be necessary and shall allow inspection of the same by a duly authorized representative of the Corporation and shall also furnish such other information/ document as the Corporation may require from time to time.

### **18.8 Contractor to Indemnify Corporation**

The Contractor shall be liable for and shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with any item imported by the Contractor to which the Notifications do not apply and which is not imported at the request of the Corporation for the performance of this Contract.

### **18.9 Use of Equipment**

The equipment, spares and consumables imported for petroleum operations under this Contract shall not be used or deployed by the Contractor for any purpose other than the performance of the Work. In the event that the equipment, spares or consumables are used or deployed for any purpose other than

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the performance of the Work, the Contractor shall be liable for all additional duty, fines or penalties imposed or other actions taken by the customs department or any relevant authority.

### **19 INDEMNITIES**

#### **19.1 General**

19.1.1 The indemnities granted in this Clause shall be full and primary notwithstanding the provisions of Clause 21 (Insurance).

19.1.2 Each Party shall give the other prompt notification of any claim with respect to any of the indemnities hereunder, accompanied by full details of the circumstances of any incident giving rise to such a claim.

#### **19.2 Property and Injury to Personnel**

19.2.1 The Contractor shall be liable for, and shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with:

- (a) loss of or damage to the property of the Contractor Group (including, but not limited to, the Contractor's Equipment); and
- (b) loss of or damage to the property of the Corporation Group (including the Free Issue Material); and
- (c) death or sickness of or injury to any member of the Contractor Group (including, but not limited to, the Contractor's Personnel)

arising out of or in connection with the performance of this Contract, whether or not resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of the Corporation Group.

#### **19.3 Third Party Liability**

19.3.1 The Contractor shall be liable for, and shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with:

- (a) loss of or damage to any Third-Party property; and
- (b) death or sickness of or injury to any Third Party

arising out of or in connection with the performance of this Contract, to the extent caused by any negligence and/or breach of duty (statutory or otherwise) of the Contractor Group. For the purposes of this Clause 19 (Indemnities), the words "Third Party" shall mean any party which is not a member of the Corporation Group or the Contractor Group.

#### **19.4 Pollution and Contamination**

19.4.2 The Contractor shall be liable for, and shall defend, indemnify and hold the Corporation Group harmless from and against any Claim resulting from pollution and/or contamination which originates:

- (a) from the property of the Contractor Group (including, but not limited to, the Contractor's Equipment); and/or
- (b) from spills of fuels, lubricants, motor oils, pipe, dope, paints, solvents and rubbish or other effluent in the care, custody or control of the Contractor Group

arising out of or and in connection with the performance of this Contract, whether or not resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of the Corporation Group.

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### 19.5 Responsibility for the Facilities

Without prejudice to the Contractor's other obligations under the Contract and at law, the Contractor shall be responsible for the Facilities from the Effective Date until the date of issue of the Completion Certificate in respect of the whole of the Facilities. In the event of any loss or damage to the Facilities during such period, the Contractor shall, if instructed by the Corporation, reconstruct, repair or replace the same at its own expense and in accordance with the provisions of this Contract.

### 20 CONSEQUENTIAL LOSS

Notwithstanding any provision to the contrary elsewhere in this Contract and whether or not resulting from or contributed to by any negligence and /or breach of duty (statutory or otherwise), the Contractor shall be liable for, and shall defend, indemnify and hold the Corporation Group harmless from and against the Contractor Group's own consequential or indirect loss arising out of or in connection with the performance of this Contract.

### 21 INSURANCES

#### 21.1 Contractor Insurances

The Contractor shall procure and maintain, at its sole expense, in full force and effect throughout the duration of this Contract, the insurances set out below: -

- (a) Employers Liability and/or Workman's Compensation insurance to the full extent required by all laws applicable in the country (a) where this Contract is being performed and (b) in which the Contractor is incorporated;
- (b) Construction All Risks insurance covering loss of or damage to the Facilities to the full replacement value thereof (as applicable in case of new construction/ upgradation works mentioned in Work Order);
- (c) Any other insurances which the Contractor is obliged to cover under any applicable laws or which shall be adequate in terms of type, coverage and limits to cover the Contractor's liabilities under this Contract.

#### 21.2 No Limitation

The insurances set out in Clause 21.1 (Contractor Insurances) are minimum requirements and shall not be construed in any way as limits of liability or as constituting acceptance by the Corporation of responsibility for financial liabilities in excess of such limits. The liabilities assumed by the Contractor under Clause 19 (Indemnities) are separate from and independent of the Contractor's obligations under this Clause 21 (Insurance).

#### 21.3 General Requirements

The Contractor undertakes that its insurances and those of its subcontractors:

- (a) shall be issued by reputable and substantial insurers (with a Standard & Poors rating of BBB+ and above);
- (b) shall be primary and shall not be considered contributory insurance with any insurance provisions of the Corporation Group;
- (c) shall have the Corporation Group's interests endorsed as additional assured (other than in relation to Employers Liability/Workers Compensation insurance) to the extent of the liability assumed by the Contractor hereunder;
- (d) shall contain waivers of any rights of recourse including, in particular, subrogation rights against the Corporation Group arising out of or in connection with the performance of this Contract to the extent of liabilities assumed by the Contractor hereunder;
- (e) shall be endorsed to provide the Corporation with at least thirty (30) days written notice of a material change, cancellation or non-renewal by the underwriters.

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### 21.4 Certificates of Insurance

Prior to commencing the Work, the Contractor shall furnish the Corporation with certificates of insurance evidencing the above insurances and, thereafter, renewal certificates as soon as they become available.

### 21.5 Subcontractors

The Contractor shall procure that its subcontractors are insured to appropriate levels as may be relevant to their work. The Contractor shall be liable to the Corporation Group for any absence or insufficiency of the insurances of its subcontractors.

### 21.6 Co-operation

Each Party shall afford the other all such reasonable assistance as may be required for the preparation and negotiations of insurance claims but the Contractor shall be responsible for the preparation of documents for insurance claims under any of the policies referred to in the claim. Where the Contractor is engaged in handling claims, actions or proceedings in respect of which it has granted an indemnity as provided above, the Contractor shall ensure that the Corporation is informed if the Corporation's operations, safety standards or working practices are called into question by any party or if the Contractor wishes to use information relating thereto in handling those claims, actions or proceedings. The Corporation shall at its sole option have the right to participate in and/or make representations in relation to the defence of such matters and the Contractor shall allow the Corporation full opportunity to do so.

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## 22 FORCE MAJEURE

### 22.1 General

No failure or omission by either Party to carry out or to perform any of the terms or conditions of this Contract shall give the other Party a claim against such Party, or be deemed a breach of this Contract, if and to the extent that such failure or omission arises from Force Majeure.

The Party prevented from performing due to Force Majeure shall promptly, and in any case within 48 hours, notify the other Party of the nature and anticipated duration thereof and shall use all reasonable endeavours to resume performance of this Contract as soon as reasonably possible. The Party prevented from performing due to any such cause shall, in addition, furnish the other Party with such information in respect of such cause as the other Party may reasonably require.

### 22.2 Definition

The term "Force Majeure", as used in this Contract, shall mean:

- (a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, military invasion, insurrection of military or usurped power; or
- (b) ionizing radiations or contamination by radio-activity from any nuclear waste, or radio-active, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof (other than arising out of any radiation source used by the Contractor in relation to the Work); or
- (c) earthquake, flood, or any other natural disaster, but excluding weather or sea conditions as such, regardless of severity; or
- (d) strikes at national or state level or industrial disputes at a national level, or strikes or industrial disputes by labour not employed by the affected Party or its sub-contractors and which affects a substantial or essential portion of the Work; or

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- (e) fire or explosion (being fire or explosion not caused by the negligence of the affected Party or its sub-contractors); or
- (f) acts of Government which could not have been reasonably anticipated or controlled which makes performance impossible or impracticable.

### **22.3 Payment during Force Majeure**

The Contractor shall not be entitled to any payment in respect of any period where the Work is not carried out as a result of Force Majeure. Except grant of time extension, in no event whatsoever, the Contractor shall be entitled for any other cost(s) including, prolongation costs, expenses, or site establishment charges or the like.

### **22.4 Termination for Force Majeure**

Should any circumstance of Force Majeure continue for a period equal to or more than three consecutive months then the Corporation, at its sole discretion, may terminate this Contract with immediate effect by notice in writing to the Contractor, in which case the Corporation's sole liability in respect of such termination shall be to pay to the Contractor all sums properly due to the Contractor under the Contract in respect of the Work up to the date of termination.

## **23 LIQUIDATION OR INSOLVENCY**

### **23.1 Corporation's Right to Terminate**

In the event that the Contractor, at any time during the term of this Contract, becomes insolvent under any of the provisions of any applicable statute or makes a voluntary assignment of its assets for the benefit of creditors, is adjudged bankrupt, either upon the Contractor's voluntary petition in bankruptcy or upon the petition of the Contractor's creditors, or any of them, or should a judgement be executed on any of the goods or equipment of the Contractor, or should any lien or other right inconsistent with the Contractor's title to such goods or equipment be enforced, or if the Contractor shall have a receiver, administrator, administrative receiver and/or manager appointed in respect of all or any of its assets, an application or order is made or a resolution is passed to wind up the Contractor or if the Contractor shall go into liquidation (whether voluntarily or otherwise) or if the Contractor becomes subject, under the applicable laws of any jurisdiction, to any event having an analogous effect to any of the foregoing, the Corporation may terminate this Contract with immediate effect by notice in writing to the Contractor or to the receiver or liquidator or to any person in whom the Contract may become vested, as provided in Clause 24.3 (Termination due to Default).

## **24 TERMINATION**

### **24.1 Termination by Corporation without Cause**

The Corporation may, at its option, terminate all or any part of the Work or the Contract/ Work Order forthwith without cause at any time by giving written notice to the Contractor, subject to the provisions of Clause 24.2 (Reimbursement to Contractor).

### **24.2 Reimbursement to Contractor**

In the event of termination under the provisions of Clause 24.1 (Termination by Corporation without Cause), the Corporation's sole liability in respect of such termination shall be to pay to the Contractor all sums properly due to the Contractor under the Contract in respect of the Work (or terminated part thereof) up to the date of termination;

### **24.3 Termination due to Default**

The Corporation may, without prejudice to any other rights it may possess under the Contract or law, at its option, terminate all or any part of the Work/ Work Order or the Contract forthwith by written notice to the Contractor, where: -



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- (a) the Contractor has breached any of its obligations under the Contract, provided that, where remediable, the Corporation has notified the Contractor of such breach in writing and the Contractor has, upon receipt of such notice, failed to immediately commence and thereafter continuously proceed to remedy such breach to the Corporation's reasonable satisfaction; or
- (b) the Contractor is not ready to commence the Work at the Site by the Commencement Date; or
- (c) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Officer in Charge;
- (d) If the contractor shall offer or give or agree to give to any person in Corporation 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 Corporation;
- (e) If the contractor had secured the contract with Corporation as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- (f) the Contractor has failed to complete the Work by the Completion Date stipulated in work order or extended date of completion; or
- (g) as provided in Clause 23 (Insolvency), one or more of the circumstances in that Clause apply.
- (h) Fails to submit Insurance Certificate(s), Performance Bank Guarantee(s);
- (i) Refuses or is unable to provide sufficient materials, services or labour (adequate resources) to execute and complete the Facilities in the manner specified in the Work Plan, at rates of progress that give reasonable assurance to the Corporation that the Contractor can attain completion of the Facilities/ Works by the Time for Completion;
- (j) Refuses or is unable to rectify, reconstruct or replace any defects in services delivered or work completed/in progress or that the Service/work is being performed in an inefficient or otherwise improper or un-workman like manner to the satisfaction of the corporation.

If termination occurs pursuant to this Clause 24.3 (Termination due to Default), then the Corporation's sole liability to the Contractor shall be for all the sums properly due to the Contractor under the Contract in respect of the Work (or terminated part thereof) up to the date of termination. The Contractor shall have no claim towards compensation for any loss sustained by it for reasons of 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.

### **24.4 Saving of Rights**

The termination or expiry of this Contract shall be without prejudice to the rights and obligations of the Parties up to and including the date of such termination or expiry, and shall not affect or prejudice any term of this Contract that is expressly or by implication provided to come into effect on, or continue in effect after, such termination or expiry.

### **24.5 Consequences of Termination**

24.5.1 In the event of termination under any provision of this Contract, the Contractor shall:

- (a) promptly cease performance of the Work (or relevant part thereof) and, as directed by the Corporation, clear all unnecessary Contractor's Equipment and Contractor's Personnel from the Site;

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- (b) allow the Corporation all necessary rights of access to the Site to take over the Work (or relevant part thereof); and
- (c) if, and to the extent, requested by the Corporation assign any subcontracts or other rights and titles relating to the Work (or relevant part thereof) which the Contractor may have entered into or acquired.
- (d) the Performance Bank Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Corporation.

24.5.2 The Corporation may enter upon the Site, expel the Contractor, and complete the Facilities/ Work(s) itself or by employing any third party at the risk and cost of the Contractor. The Corporation may, to the exclusion of any right of the Contractor over the same, take over and use any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as the Corporation considers expedient for the completion of the Works

24.5.3 Upon completion of the Facilities or at such earlier date as the Corporation thinks appropriate, the Corporation shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

24.5.4 If the Corporation completes the Facilities/ Works, the cost of completing the Facilities/ Works by the Corporation shall be determined after completion of such Facilities/Works.

- If the sum that the Contractor is entitled to be paid pursuant to Clause 24.3 above, plus the reasonable costs incurred by the Corporation in completing the Facilities/ Works, exceeds the Work Order value, the Contractor shall be liable for such excess.
- If such excess is greater than the sums due to the Contractor under Clause 24.3 hereof, the Contractor shall pay the balance to the Corporation, and if such excess is less than the sums due the Contractor under Clause 24.3, the Corporation shall pay the balance to the Contractor.
- The Corporation and Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid and in case of any issue/dispute arising therein, the same shall be resolved as per dispute resolution mechanism under this Contract.

### 24.6 Survival of Clauses upon Expiry/Termination

The provisions of the Agreement and Clauses 10 (Liquidated Damages), 11 (Patents), 14 (Warranty), 17 (Payment), 18 (Taxation), 19 (Indemnities), 20 (Consequential Loss), 24 (Termination), 27 (Confidentiality and Publicity), 31 (General Legal Provisions), and 32 (Governing Law and Jurisdiction) shall survive the expiry or termination of the Contract and shall remain in full force and effect after such date.

24.7 The Contractor acknowledges that the Contract/ Work Order(s) when terminated on account of Contractor's default and/or breach of Code of Business Ethics or integrity agreement, such Contractor shall be, as per the Corporation's policy, be blacklisted by the Corporation from participation in any future tenders/ contracts.

## 25 SUSPENSION

### 25.1 Suspension without Cause

25.1.1 The Corporation shall have the right, without cause, at any time to require the Contractor to suspend the Work (or part thereof) under this Contract on giving notice to the Contractor. Such notice shall include an estimate of the duration of the period of suspension (the "Suspension Period"). The Work (or relevant part thereof) shall resume at the end of the Suspension Period or at such other date as the Corporation may by notice in writing to the Contractor specify.

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25.1.2 During the Suspension Period pursuant to sub-clause 25.1.1, the Corporation shall, for the period commencing after 30 days from the date of suspension under this Clause, pay the Contractor, on actuals- salaries and/or wages paid by the Contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the Contractor, provided the contractor submits his claim supported by details to the Corporation within 30 days from the period commencing after 30 days from the date of suspension.

25.1.3 If the Works or part thereof, as the case may be, is suspended on the orders of the Corporation for more than three months at a time, the Contractor may, after receipt of such order, serve a written notice on the Corporation to treat the Works or part thereof, as the case may be, as an abandonment of the works by Corporation.

In the event of the Contractor treats the suspension as an abandonment of the Work Order or part thereof, as the case may be, except as provided in sub-clause 25.1.2 above, it shall not have any 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.

### **25.2 Suspension Due to Default of Contractor**

25.2.1 If the Contractor is in breach of any of its obligations under this Contract (including, without limitation, any breach of Clause 8 (Health Safety and Environment)), the Corporation shall, subject to Clause 25.2.2, be entitled to immediately suspend the Work (or part thereof) by written notice to the Contractor until such time as such breach has been remedied by the Contractor, in which case no rates or other amounts shall be payable to the Contractor in respect of such period of suspension.

25.2.2 Except in the case of a breach which in the reasonable opinion of the Corporation is likely to endanger the safety of any persons or property, the Corporation shall, prior to issuing any suspension notice pursuant to Clause 25.2.1, notify the Contractor of the breach. Following receipt of such notice, if the Contractor fails to immediately commence and thereafter continuously proceed to remedy such breach to the Corporation's reasonable satisfaction, the Corporation may issue the suspension notice pursuant to Clause 25.2.1

### **25.3 Procedure following Suspension Notice**

Following receipt of a notice to suspend the Work, the Contractor shall discontinue the Work (or relevant part thereof) and follow any specific requirements of the Corporation with regard to the safety of the Work during any suspension period.

## **26 PERMITS, LAWS AND REGULATIONS**

### **26.1 Permits and Authorisations**

Except to the extent that the same have been obtained by the Corporation, the Contractor shall, at its own cost, be responsible for obtaining all certificates, licenses, permits, clearances, approvals and authorizations, from including but not limited to Municipality, Police and/or other relevant authorities whether statutory or otherwise, required for the performance of the Work (including, without limitation, all clearances and authorizations required for the use of any vessel by the Contractor in the performance of the Work) and in respect of the Contractor's Equipment and the Contractor's Personnel and for all approvals and permits required for the Contractor to engage in business and provide services of the nature contemplated by this Contract./ Work Order. The Contractor shall at all times ensure compliance with all such certificates, licenses, permits, approvals and authorizations referred to in this Clause 26 (Permits, Laws and Regulations). For the avoidance of doubt, the provisions of this Clause 26 (Permits, Laws and Regulations) pertain not only to the present legal and Government requirements, but also to the legal and Government requirements for the entire period of the Contract (including any extension thereof).

### **26.2 Laws**

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In performing the Work, the Contractor shall observe and comply with all applicable laws including, without limitation, health and safety, labour (including ESI, EPF, CPWD's Contractor's Labour Regulations), immigration and marine laws, whether of Government/statutory or other authority or agency having jurisdiction in relation to the Parties, the Work or the Site. The Contractor shall defend, indemnify and hold the Corporation Group harmless from and against any Claim in connection with the Contractor's failure to comply with such laws, arising out of or in connection with the performance of this Contract.

### **27 CONFIDENTIALITY AND PUBLICITY**

#### **27.1 Confidentiality**

All information concerning the Corporation's activities obtained by the Contractor in the course of performance of the Work hereunder and all information or data otherwise furnished to the Contractor by the Corporation shall be considered confidential and shall not be disclosed by the Contractor to any third party without the prior written consent of the Corporation or used by the Contractor for any purpose other than carrying out the Work.

#### **27.2 Publication**

The Contractor shall not publish or permit to be published any pictorial, written, oral or other information relating to the Contract, the Work, the performance thereof or the activities of the Corporation without the Corporation's prior written consent. Such consent shall be given (if at all) separately in relation to each specific application therefor and shall apply only to that application. The accuracy of any information released by the Contractor and not supplied directly by the Corporation is the absolute responsibility of the Contractor.

#### **27.3 Contractor's Proprietary Information**

The Corporation undertakes to keep confidential all techniques, know-how, methods and processes which are the property of or are proprietary to the Contractor. The Corporation shall also treat as confidential and shall not, without the Contractor's prior written consent, disclose to any third party any other information which is clearly marked as confidential by the Contractor.

#### **27.4 Exclusions**

The provisions of Clauses 27.1 (Confidentiality) and 27.3 (Contractor's Proprietary Information) shall not apply to information which:

- (a) is part of the public domain; or
- (b) was in the possession of the relevant Party prior to the Effective Date and which was not subject to any obligation of confidentiality owed to the other Party; or
- (c) was received from a third party whose possession is lawful and who is under no obligation not to disclose; or
- (d) is required to be disclosed in order to comply with the requirements of any law, rule or regulation of any governmental or regulatory body having jurisdiction over the Work or the relevant Party, or of any relevant stock exchange.

### **28 ASSIGNMENT AND SUBCONTRACTING**

#### **28.1 Assignment**

- 28.1.1 The Contractor shall not assign either the Contract or any part of it or any benefit or interest in or under it without the prior written approval of the Corporation.

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28.1.2 The Corporation shall be entitled to assign the Contract or any part of it or any benefit or interest in or under it to any Co-venturer or Affiliate of the Corporation or to any other party taking over the operatorship in respect of petroleum operations pursuant to the Joint Operating Agreement. Any assignment by the Corporation to any other party shall require the prior written approval of the Contractor, such approval not to be unreasonably withheld or delayed.

28.1.3 In the event of an assignment by a Party pursuant to Clause 28.1.1 or 28.1.2 and if requested by that Party, the other Party undertakes to enter into such documentation as is reasonably necessary to transfer the first Party's obligations under the Contract.

### **28.2 Subcontracting**

28.2.1 The Contractor shall not subcontract the Work or any part of the Work without the prior written approval of the Corporation

28.2.2 The Contractor shall not be relieved from any of its obligations or liabilities under the Contract by virtue of any subcontract and the Contractor shall be responsible for all work, acts, defaults and omissions of its subcontractors and its or their employees or consultants as though they were the work, acts, defaults and omissions of the Contractor.

28.2.3 No subcontract shall bind or purport to bind the Corporation, and each subcontract shall provide for its immediate termination in the event of termination of this Contract, and for immediate suspension of the services under the subcontract in the event of suspension of the Work under this Contract.

28.2.4 All subcontractors shall be responsible only to the Contractor. Notwithstanding the foregoing, the Corporation shall have the same rights in respect of the inspection of any services carried out by any subcontractor as are provided for in this Contract in respect of the Work.

## **29 VARIATIONS**

### **29.1 Variations Extent and Pricing.**

The Corporation shall have power:

- (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and
- (ii) to make new item of work, if it is not scheduled in the Price/Compensation Schedule, and to decide the rates of such item as per procedure mentioned in following clauses.

### **29.2 Deviated Quantities and Pricing:**

- i. The Corporation shall have power 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 Corporation 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.
- ii. The Corporation shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
- iii. When work order is placed by the Corporation based on assessment of work and estimation of quantities at their own, the quantities mentioned in the work order shall be liable for variation

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and may vary to any extent such that total value of works shall not be increased by 5% of the originally ordered value.

- iv. When work order is placed by the Corporation based on estimation of quantities by Contractor or his Engineer and if it is found that
- a) actual executed quantity of an individual item of work is more than 10% of estimated quantity (given by Contractor's Engineer), the payment shall be restricted to 110% of estimated quantity of that item of work mentioned in the work order. However, Gross payment including all other item of works, completed against such work order, in such cases shall be restricted to 105 % of originally ordered value.
  - b) actual quantity of an individual item of work executed is less than 10% of the estimated quantity (given by Contractor's Engineer) then payment shall be restricted to actual quantity of that item of work executed at place and in such cases if it is found that gross value of works incorporating actual executed quantities of all items stipulated in work order, become less than 10 % of Estimated value of work as mentioned in work order, punitive recovery equivalent to 5% off net saving in total amount due to difference in the quantity of the item estimated / mentioned in work order and actual executed, shall be done from the contractor's bills.
- v. In any case, if it becomes necessary to execute additional quantities (beyond the quantities mentioned in work order) due to the magnitude or nature of work for satisfactorily completion of maintenance / services, Contractor shall inform the Corporation before executing such additional quantities.

In these cases, Corporation will release supplementary work order incorporating additional quantities required to be executed. Approval of Corporation shall be obtained for all such supplementary work orders incorporated with additional quantities.

- vi. Contractor shall carryout all works & Services as directed by Corporation during the Contract Period. Total quantum of works/services, to be executed under this Contract and against various work orders shall be such that the gross value of all works/services completed under the contract do not vary by +125 % of original Contract Value mentioned in LOA.
- vii. When, it is found that works to be executed require additional amount (beyond 125 % of original contract value), A fresh tender shall be called by Corporation and all such balance works shall be executed under separate contract to be finalized by fresh tender.

### 29.3 Deviation, Extra Items, New Items and Pricing

- (i) In case of extra item(s) (items that are completely new and are in addition to the items contained in the Price/Compensation Schedule/ Contract/ Work Order placed), the Contractor may within fifteen days of receipt of order or occurrence of the item(s) submit market rate, claim rates, supported by proper analysis which shall include invoices, vouchers etc. and manufacturer's specifications for the work, failing which the rate approved later by the Corporation shall be binding and the Corporation shall within a reasonable time from 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 as described in (ii) below and the contractor shall be paid in accordance with the rates so determined.
- (ii) Any item of work ,which is not included in the accepted schedule of Rates (mentioned in Price/Compensation Schedule/ Contract/ Work Order placed) shall be executed at the rates set forth in the accepted schedule ie DSR Civil /DSR E&M (latest DSR published by CPWD on its website on the date of inviting of tender) modified by Contractor Percentage (CP) quoted by Contractor in his Financial bid over the respective Schedule of rates given in tender /price sub schedule but for such items not contained in the DSR, as per following procedure:

If the substituted / altered/additional work, required to be executed as per CWC's requirements, for which there are no established rates in DSR; the same shall be payable as per provisions stated here under –

- A. As far as possible the rates for such items shall be derived from analysis of rates of nearer or similar items mentioned in respective Delhi schedule of rates (Civil 2021 and E&M 2022) for Civil and E&M works respectively as given above, modified by Contractor Percentage (CP) quoted by Contractor in his Financial bid over the respective Schedule of rates given in tender /price sub schedule for Civil and E&M works respectively (ie A. I or A.II as the

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case may be).

- B. If direct working of rates from DSR, by method described above, is not possible or when Item is not Given in DSR (civil 2021 or E&M 2022) or In case of any item of General Maintenance works / Services not mentioned in Tender Sub schedule, the contractor shall be paid on the basis as under:
- (a) Material, labor either or both: Reasonable cost of materials plus reasonable cost of labor inclusive of tools, plants, machinery, and GST & Labor Cess as applicable and plus 15% of so derived cost to cover contractor profit, supervision, overheads, establishments, etc.
  - (b) The rates so worked out shall be modified by Contractor Percentage (CP) quoted by Contractor in his Financial bid over the respective Schedule of rates in tender / price Sub Schedule for Civil / E&M /General Maintenance Works & Services as per nature of works (as the case may be).

The Corporation's decision regarding reasonable labor cost and material consumption/ cost shall be final and binding on Contractor. For avoiding confusion, Reasonable rates, for the purpose of subclause above, shall be decided by Engineer based on lowest of (x) and (y) below:

- (X) = market rate of material, manpower, T&P (as enquired & received by Engineer in charge from not less than 3 suppliers) and
- (Y) = purchase price (mentioned in Invoices) of the items purchased by contractor

### **Variation in quantities & Vitiating:**

As there are more than one sub schedule in Contract, there is possibility of vitiating of contract due to quantity variation. Therefore, in case of variation in quantities or original contracted amount for any sub schedule, the vitiating statement will be prepared at the time of approval of deviation statement / Payment and the vitiating amount i.e (the difference in amount to keep L1 remains L1 after variation in quantity) will be recovered from contractor bill and no compensation on ground of quantity variation or recovery of such amount shall be payable.

### **29.4 Additional Time due to deviations in quantities /extra works:**

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:

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

### **29.5 Sub structure / Foundation works Criteria**

The following works shall be treated as works relating to foundation, unless & otherwise defined in the Contract:

- i. For Buildings: All works upto 1.2 metres above ground level or upto floor 1 level, whichever is lower
- ii. For Abutments, Piers and Well Staining: All works upto 1.2 m above the bed level
- iii. For Retaining Walls, Wing Walls, Compound Walls, Chimneys, Overhead Reservoirs/Tanks and other elevated structures: All works upto 1.2 metres above the ground level
- iv. For Reservoirs/Tanks (other than overhead reservoirs/tanks): All works upto 1.2 metres above the ground level
- v. For Basement: All works upto 1.2 m above ground level or upto floor 1 level, whichever is lower
- vi. For Roads: All items of excavation and filling including treatment of sub-base

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### **30 BUSINESS ETHICS**

- 30.1 The Contractor shall at all times perform this Contract in a lawful manner consistent with the highest ethical standards and principles, including strict adherence to Corporation's Code of Business Ethics. The Contractor shall not at any time enter into any arrangement with personnel, officers or agents of the Corporation without the Corporation's prior written approval.
- 30.2 In conducting its business, Contractor shall not, at any time, either directly or indirectly, in the name of, on behalf of, or for the benefit of the Corporation, its Affiliates, offer, pay, promise to pay, or authorize the payment of any money and/or gift, or offer, give, promise to give, or authorize the giving of anything of pecuniary value or otherwise to (a) any official, employee, agent, or representative of any government, or any government department, agency, or instrumentality thereof; (b) any political party or official thereof, or to any candidate, nominated or otherwise, for political office; or (c) any official, employee or agent of the Corporation, its Affiliates; in each case for the purpose of influencing any act or decision of such official, employee, agent, party, or candidate or inducing such official, employee, agent, party, or candidate to do or omit to do any act in violation of the lawful duty of such official, employee, agent, party, or candidate, or securing any improper advantage for or otherwise promoting the business interests of the Contractor in any way. Contractor shall require each of its directors, officers, employees, agents, consultants, subcontractors and suppliers to comply with the provisions of this clause.
- 30.3 In the event corporation believes that the Contractor is engaged in corrupt practices or is acting in contravention of the aforesaid provisions defined in this clause, during the existence of this Contract, Corporation shall have the right to take appropriate action, which may include the immediate termination of this Contract.

### **31 GENERAL LEGAL PROVISIONS**

#### **31.1 Amendment**

This Contract shall not be amended except by an instrument in writing expressed to be an amendment or variation hereto and executed by the Parties.

#### **31.2 Waiver**

No delay or failure on the part of either Party to enforce from time to time all or any part of the terms and conditions of this Contract shall be interpreted as a waiver of such terms and conditions.

#### **31.3 Retention of Rights**

Except in respect of the indemnities granted pursuant to Clause 19 (Indemnities), unless otherwise specifically stated, both the Corporation and the Contractor shall retain all rights and remedies, both under the Contract and at law, which either may have against the other.

The Contractor shall not be relieved from any liability or obligation under the Contract by any review, approval, authorisation, acknowledgement, issue of completion certificate or the like, by the Corporation.

#### **31.4 Language**

The language of the Contract shall be English and all meetings and other communications shall be in English.

#### **31.5 Notices**

- 31.5.1 All notices under this Contract shall be in writing and shall be served to the respective address and/or fax number set out in the Agreement. Either Party may from time to time change its address and/or fax number for service herein by giving written notice to the other Party.



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- 31.5.2 Any notice may be served by hand delivery to a Party at its address for service hereunder or by facsimile transmission or by mail.
- 31.5.3 Any notice given by hand delivery shall be deemed to be given at the time of delivery.
- 31.5.4 Any notice given by facsimile transmission shall be deemed to be given at the time transmission has been confirmed by the sender's fax machine, subject to the following provision. Where said time of transmission falls outside the normal business hours of the recipient, delivery shall be deemed to be given at 10:00hrs (recipient's local time) on the recipient's next following business day.
- 31.5.5 Any notice served by mail shall be given by registered mail and shall be deemed to be given on the date recorded on the delivery recording sheets by the mail carrier as delivered to and signed for on behalf of the recipient.

### **31.6 Invalidity**

If any provision of this Contract shall be held to be invalid or unenforceable by a judgement or decision of any court of competent jurisdiction or any authority, the same shall be deemed severable and the remainder of this Contract (including the remainder of the affected provision) shall remain valid and enforceable to the fullest extent permitted by law. In any such case, the Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid or unenforceable provision in order to give effect, so far as practicable, to the spirit of this Contract.

### **31.7 Entire Agreement**

This Contract contains the entire agreement between the Parties and supersedes any previous understandings, commitments, agreements or representations whatsoever, oral or written, pertaining to the subject matter hereof, provided that nothing in this Clause 31.7 (Entire Contract) shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.

### **31.8 Status of Corporation**

The Corporation enters into this Contract for itself and as agent for and on behalf of the other Co-venturers. Notwithstanding the foregoing:

- (a) the Contractor agrees to look only to the Corporation for the due performance of this Contract and nothing contained in this Contract will impose any liability upon, or entitle the Contractor to commence any proceedings against any Co-venturer other than the Corporation; and
- (b) the Corporation is entitled to enforce this Contract on behalf of all the Co-venturers as well as for itself. For that purpose, the Corporation may commence proceedings in its own name to enforce all obligations and liabilities of the Contractor and to make any claim which any Co-venturer may have against the Contractor; and
- (c) all losses, damages, costs (including legal costs) and expenses recoverable by the Corporation pursuant to this Contract or otherwise shall include the losses, damages, costs (including legal costs) and expenses of the Corporation's Co-venturers and its and their respective Affiliates, except that such losses, damages, costs (including legal costs) and expenses shall be subject to the same limitations or exclusions of liability as are applicable to Corporation or the Contractor under the Contract.

## **32 GOVERNING LAW AND JURISDICTION**

### **32.1 General**

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Subject to Clause 32.2, this Contract shall be governed by and construed in accordance with the laws of India (excluding any of its conflict of law rules which would direct or refer to the laws of another jurisdiction) and shall be subject to the exclusive jurisdiction of the Courts at New Delhi.

### **32.2 Dispute Resolution**

Any dispute, disagreement, claim or other difference arising out of or in connection with this Contract (a "Dispute") shall be resolved in accordance with Clause 32.2 (Dispute Resolution).

32.2.1 The Parties are unable to resolve any Dispute through good faith discussion, either Party shall be entitled to refer such Dispute to arbitration by serving notice on the other Party.

- In cases where the claim amount is INR 50 Crores or less, the arbitral tribunal shall consist of a sole arbitrator, to be appointed mutually by both the parties.
- In cases where the claim amount is in excess of INR 50 Crores, the arbitral tribunal shall consist of three members, one to be nominated each by a party and the presiding arbitrator to be appointed by the two nominated arbitrators.

32.2.2 The Parties agree that the arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996 of India (or any statutory modification or re-enactment thereof for the time being in force). The language of the arbitration shall be English. The venue for such arbitration shall be New Delhi.

32.2.3 The arbitration award shall be final and binding on the Parties. The right to refer any Dispute to arbitration pursuant to this Clause 32.2 (Dispute Resolution) shall survive the expiry or termination of the Contract.

32.2.4 The Contractor shall be obliged to continue to provide the Service(s) to the CWC under the Contract or the Scope of Work, during the arbitration proceedings and no payment due or payable to the Contractor (except payment in dispute) shall be withheld on account of such proceedings.

### **33. FORECLOSURE OF CONTRACT**

33.1 If at any time after execution of this Contract or any Work Order(s) placed or during the progress of Work(s), the purpose or object for which the Work(s) is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope, the Corporation shall give notice in writing to that effect to the Contractor stating the decision as well as the cause for such decision and the Contractor shall act accordingly in the matter. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

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

- (i) Any expenditure incurred on preliminary site work, e.g., temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) Corporation shall have the option to take over Contractor's materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Corporation 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 Corporation, cost of such materials as detailed by Corporation shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
- (iii) Reasonable compensation for transfer of T&P from site to contractor's permanent stores or to his other works, whichever is less. If T&P are not transported to either of the said places, no cost of transportation shall be payable.
- (iv) Reasonable compensation for repatriation of Contractor's site staff and labour to the extent

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necessary and at actual cost.

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

The reasonable amount of items on (i), (iii) and (iv) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per this Contract less the cost of work actually executed under the Contract and less the cost of Contractor's materials at site taken over by the Corporation as per item (ii) above.

Provided always that against any payments due to the Contractor on this account or otherwise, the Corporation 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 Corporation from the contractor under the terms of the contract.

- 33.3 In the event of action being taken under this Clause to reduce the Scope of Work, the Contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance Contract amount and initially valid up to the extended date of completion or stipulated date of completion, if no extension has been granted plus 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished/ submitted by the Contractor, the Corporation may return the previous Performance Guarantee.

- 33.4 The Corporation shall have a right to descope any portion of the Work where the Contractor is not able to complete such Work(s) within prescribed time. The Corporation shall have a right to get such Work(s) done from alternate agencies at the cost of the Contractor and Contractor shall have no grievance/ claim/ issue whatsoever in this regard.

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### APPENDIX- 1

#### PERFORMANCE BANK GUARANTEE

**Note:-**

1. To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank.
2. The expiry date of the BG shall be 60 days beyond the date of expiry of the contract.
3. The date of expiry of **claim period shall be 06 months** beyond the date of expiry of the BG.
4. The Bank Guarantee issuing bank shall send cover for Bank Guarantee issued through SFMS platform to the CWC Banker i.e., ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) as per details given below:
  - i. MT760 COV for issuance of bank guarantee.
  - ii. MT767 COV for amendment of bank guarantee.
  - iii. Issuing bank shall mention CWC beneficiary code i.e. CENTRALW27112020 in field 7037 of MT760 COV / MT767 COV.
  - iv. The bidder shall submit the copy of SFMS message as sent by the issuing bank branch along with the original Bank Guarantee.
  - v. Bank Guarantee submitted **without these details shall not be accepted**

#### BANK GUARANTEE

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank.)

This Deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (Name of Bank) having its registered office at \_\_\_\_\_ (Place) and one of its local offices at \_\_\_\_\_ (hereinafter referred to as the "**Surety**"), in favour of Central Warehousing CWC, a statutory CWC established under the Central Warehousing CWC Act, 1962, having its Corporate Office at 4/1, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110026 (herein after referred to as "**CWC**").

WHEREAS M/s \_\_\_\_\_ (hereinafter referred to as "**Supplier**") having its registered office at \_\_\_\_\_ is bound to furnish Performance Guarantee in the form of Bank Guarantee with CWC in connection with the agreement at \_\_\_\_\_ (name of the Region)

WHEREAS the Supplier as per Clause No. 7 of the Contract has agreed to furnish a Bank Guarantee for Rs. \_\_\_\_\_.

**NOW THIS WITNESSETH:**

1. That the Surety in consideration of the above Tender made by the Bidder to CWC hereby undertakes to pay on demand by CWC and without demur and without notice to the Supplier, the said amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).
2. The Surety agrees that CWC, at its option, shall be entitled to enforce this bank guarantee against the Surety as a principal debtor, in the first instance, without proceeding against the Supplier and notwithstanding any security of other guarantee that CWC may have in relation to the Supplier's liabilities.
3. The Surety guarantee and undertake to pay to CWC within two (2) business days after receipt by CWC, of a demand complying with the requirements of this bank guarantee on first demand in writing any / all moneys to the extent of INR \_\_\_\_\_ ( in words) without any demur, reservation, recourse, contest or protest and without any reference to the Supplier. Any such demand made by Company on the Bank by serving a written notice, shall be conclusive and binding, without any proof whatsoever, as regards to the amount due and payable, notwithstanding any dispute (s) pending before any court, tribunal, arbitrator or any other authority and / or any other matter or thing whatsoever, as Bank's liability under these presents being absolute and unequivocal.
4. For the purposes of Clause 3, "business day" means a day on which commercial banks are open for business in [mention city of the bank branch].
5. This bank guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Supplier and shall remain valid, binding and operative

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against the Surety. The bank guarantee shall not be discharged by any change in Surety's constitution, constitution of CWC or that of the Supplier or change in appropriate laws.

- 6. The Surety agrees that CWC shall have the fullest liberty without the Surety's consent and without affecting in any manner, Surety's obligations hereunder to vary any of the terms and Conditions of Contract or to extend time for performance of the Contract by the said Supplier and to enforce, or to forebear to enforce any of the terms and conditions relating to the Contract and the Surety shall not be relieved from its liability by reason of any such variation, or extension being granted to the Supplier or any forbearance, act or omission on the part of CWC or any indulgence shown by CWC to the Supplier or any such matter or thing whatsoever which under the Applicable Laws may, but for this provision, have effect of relieving the Bank.
- 7. The Surety hereby agree and acknowledge that this guarantee is irrevocable and shall remain in full force till it is fully and finally discharged by CWC in writing or [insert date] whichever is later, and all dues of CWC under or by virtue of the Contract have been fully paid and all its claims satisfied or discharged.
- 8. The Bank also agrees that this bank guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of Courts at New Delhi.
- 9. All charges, fees, commission and other costs shall be to the account of the Supplier. Failure of the Supplier to make such payments shall not in any way affect the Surety's obligation under this bank guarantee and CWC shall be paid the money due to it under this bank guarantee without any deduction.
- 10. The Surety confirms that this bank guarantee has been issued with observance of appropriate laws of India.
- 11. Notwithstanding anything contained hereinabove:
  - (i) Surety's liability under this bank guarantee is limited to INR \_\_\_\_\_ (in words) and Bank's guarantee shall remain in force until [insert date].
  - (ii) Any claim under this bank guarantee must be received by Surety or or before [insert date]. If no such claim has been received by us by the said date, the right of CWC under this bank guarantee will cease.
  - (iii) Any letter from the CWC to the Manager, (Insert Branch name) branch of the Surety, under the seal of CWC shall be deemed to be sufficient and valid demand for payment under this bank guarantee.
  - (iv) The Bank undertakes not to revoke this bank guarantee before the expiry of this bank guarantee including during extension period, if any.

Cover message for this Bank Guarantee has been sent to CWC bankers i. e. ICICI Bank, 9 Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) through Structured Financial Messaging System (SFMS).

In witness whereof, the Surety through its authorized officer has set its hand and stamp on this [insert date] day of [insert month], [insert year] at [insert place of execution].

-----  
 (Signature)  
  
 Full name and official address  
 with bank stamp  
  
 Attorney as per power of  
 Attorney No.....  
 Dated .....

-----  
 (Signature)  
  
 Full name and official address  
 with bank stamp

WITNESS No. 1

WITNESS No. 2

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### APPENDIX- 2

#### **SUBSTANCE ABUSE CONDITIONS**

The Corporation is committed to the provision of safe work places for its employees and other persons working on or visiting premises on which work is being carried out for the Corporation. This policy is put into operation to help to achieve the foregoing commitment. The Contractor shall promote and comply with this policy concerning substance abuse.

This policy is applicable to all persons including, without limitation, the Contractor, its Affiliates, agents and subcontractors who carry out services on Corporation premises (hereinafter jointly referred to as the "Contractor"). The term "Corporation premises" shall mean all property owned, operated, leased by or under the control of the Corporation, whether onshore or offshore and shall include, without limitation, any drilling unit, barge or vessel on contract to the Corporation. The term "employee" shall for the purpose of this Appendix include all persons including agency staff engaged by the Contractor.

The use, possession, concealment, transportation, promotion or sale of prohibited substances (as hereinafter defined) on Corporation premises is strictly forbidden. Any contravention by a Contractor's employee shall result in that employee being excluded forthwith and prohibited from Corporation premises. Additionally, any Contractor's employee who is suspected of being under the influence of any prohibited substance shall be prohibited from Corporation premises.

For the purposes of this Appendix, "prohibited substances" are defined as:

- (i) any substance which an individual may not sell, possess, use or distribute under applicable Indian legislation;
- (ii) any other legal but unlawfully used substance, e.g. prescription drugs obtained or used without permission or such drugs not being used for their originally intended purpose;
- (iii) any solvent (including, without limitation, glue) used or intended to be used for the purpose of intoxication; or
- (iv) any alcoholic beverage.

It is not the intention of this policy to prevent onshore-based personnel partaking of alcoholic beverage off Corporation premises in their own time provided that the individual's subsequent behaviour on-site is not (in the reasonable opinion of the Corporation) hazardous to health and safety and provided that the limits specified below are not exceeded. Alcohol is prohibited from all offshore installations and vessels and at the Corporation's process terminal.

Drug paraphernalia associated with substance abuse are prohibited from Corporation premises.

Contractor must have and administer a formal substance abuse policy. Contractor shall, if requested by Corporation, promptly submit a copy of its policy and programme to the Corporation's Representative. Such policy must provide for substance testing of Contractor's employees and must meet standards acceptable to the Corporation. The Corporation reserves the right to deny entry to Corporation premises for the employees of any Contractor which fails, when requested by Corporation, to present a written policy which, in the Corporation's opinion, meets such standards or which fails to administer an acceptable policy.

Except as stated below, substance testing results will not be disclosed to the Corporation. However, as a condition of their employees being entitled to enter Corporation premises, Contractors must certify that each employee has passed a substance test that meets the standards of this policy. Contractors must maintain records of substance testing which are subject to audit by Corporation.

The results of substance tests performed for reasonable suspicion or accident/incident investigations as outlined below must be disclosed to local Corporation management upon request.

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The Contractor shall bear all costs associated with testing and shall be responsible at its own cost for replacing forthwith any employee prohibited from Corporation's premises.

Refusal by a Contractor's employee to submit to testing required by this policy or a confirmed positive result will result in the Contractor's employee being prohibited from Corporation premises.

In the event that it suspects a breach of this Appendix by the Contractor, the Corporation may conduct or may authorise other parties to conduct unannounced searches and inspections on Corporation premises of Contractors or Contractor's employees, including their effects, lockers, baggage, desks, tool boxes, clothing and vehicles. The purpose of such searches and inspections is to ensure compliance with this policy.

Any prohibited substances or items prohibited by this policy, or any materials that are illegal to possess, will be retained by the Corporation and may be destroyed or turned over to the appropriate law enforcement authorities.

Refusal by a Contractor's employee to submit to a search or inspection or discovery of prohibited substances in the possession of such employee will result in the Contractor's employee being prohibited from Corporation premises. Contractors will be responsible at their own cost and expense for replacing any such person.

The Corporation reserves the right to audit the Contractor's records periodically to verify compliance with this policy.

Audit results will be treated as confidential.

In all cases where the Contractor is permitted to employ a sub-contractor, the Contractor is responsible for ensuring that the sub-contractor and sub-contractor's employees shall comply with this policy, without prejudice to the Corporation's rights herein.

The Contractor must obtain a signed consent demonstrating each employee's agreement to release to the Contractor and the Corporation the results of any substance testing performed.

The Contractor shall carry out tests that, at minimum, seek to determine whether the following substances are abused: cannabis, amphetamines, cocaine, benzodiazepines, opiates, barbiturates, secobarbital, and alcohol.

In the event onsite testing (e.g. at a heliport or onshore terminal) for alcohol consumption is required using an approved breathalyser unit, the standard shall be a level of alcohol in breath not greater than 35 micrograms per 100 millilitres of breath.

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APPENDIX-3

**CERTIFICATE OF COMPLIANCE WITH CODE OF BUSINESS ETHICS**

INSTRUCTIONS: Please complete the form below while executing the Contract

1. Name of the Service Provider: \_\_\_\_\_ (“Service Provider”).
2. I, as an authorized representative of the Service Provider, hereby certify that I have understood Corporation’s Code of Business Ethics regarding compliance with business ethics and conduct expected as a Service Provider and on behalf of the Service Provider agree to abide by the terms of this.
3. I hereby certify, as of the date hereof, that neither I, nor any of the Service Provider’s members, officers, directors, owners, employees, consultants or agents have, directly or indirectly, offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of pecuniary value, or otherwise, to (a) any member, official, agent or employee of any government, or any department, agency, or instrumentality thereof; (b) any political party or official thereof, or to any candidate, nominated or otherwise, for political office; or (c) any official, employee, agent, owners or members of the Corporation, its Affiliates or other Co-ventures; in each case for the purpose of influencing any act or decision of such official, employee, agent, owner, member, party, or candidate or inducing such official, employee, party, or candidate to do or omit to do any act in violation of the lawful duty of such official, employee, agent, owner, member, party, or candidate, or securing any improper advantage for or otherwise promoting the business interests of the Service Provider in any respect.
4. I hereby certify, as of the date hereof, that neither I, nor any of the Service Provider’s members, officers, directors, owners, employees, consultants or agents have, directly or indirectly, offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of pecuniary value, or otherwise, to any agent or agency or otherwise to any person, organization or third party in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Corporation for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Corporation.
5. I hereby declare, as of the date hereof, that I, nor any of the Service Provider’s members, officers, owners or employees, are; (a) public officials or hold government office, except for (name and position in Service Provider’s organisation) at (name of the public or government office); (b) do not and will not employ or otherwise compensate or offer to compensate any public officials, or make or cause another to make any direct or indirect offers or payments to any public officials, for the purpose of influencing or inducing any decision for the benefit of the Service Provider; (c) will not employ any subcontractor, consultant, agent or representative in connection with this Contract or Purchase Order without a thorough documented examination of his person, reputation and integrity, and; (d) will not employ any subcontractor, consultant, agent or representative who does not comply with the terms and conduct of the Corporation’s Code of Business Ethics and in the event of any such violation coming to its attention will inform the Corporation immediately.

Yes  No

(If you checked ‘No’ above, then you must attach a separate sheet of paper explaining your answer.)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_



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### APPENDIX- 4

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

##### **1. APPLICATION**

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

##### **3. FIRST-AID FACILITIES**

- (i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, First-Aid Boxes at the rate of not less than one box for 150 contract Labour or part thereof ordinarily employed.
- (ii) The First-Aid Box shall be distinctly marked with a red cross on white background and shall contain the following equipments:
  - (a) For work-places in which no. of contract Labour employed does not exceed 50-
    - (1) 6 small sterilized dressings
    - (2) 3 medium size sterilized dressings
    - (3) 3 large size sterilized dressings
    - (4) 3 large sterilized burn dressings
    - (5) 1 (30ml) bottle containing a two per cent alcoholic solution of iodine
    - (6) 1 (30ml) bottle containing Sal volatile having the dose and mode of administration, indicated on the label
    - (7) 1 snake bite lancet
    - (8) 1 (30gm) bottle of potassium permanganate crystals
    - (9) 1 pair scissors
    - (10) 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Govt. of India
    - (11) 1 bottle containing 100 tablets (each of 5 gm) of aspirin
    - (12) Ointment for burns
    - (13) A bottle of suitable surgical antiseptic solution
  - (b) For work-places in which the no. of contract Labour exceed 50-
    - (1) 12 small sterilized dressings
    - (2) 6 medium size sterilized dressings
    - (3) 6 large size sterilized dressings
    - (4) 6 large size sterilized burn dressings
    - (5) 6 (15gm) packets sterilized cotton wool
    - (6) 1 (60ml) bottle containing a two per cent alcoholic solution of iodine

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- (7) 1 (60ml) bottle containing Sal volatile having the dose and mode of administration, indicated on the label
- (8) 1 roll of adhesive plaster
- (9) 1 snake bite lancet
- (10) 1 (30gm) bottle of potassium permanganate crystals
- (11) 1 pair scissors
- (12) 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes/Government of India
- (13) A bottle containing 100 tablets (each of 5 gm) of aspirin
- (14) Ointment for burns
- (15) A bottle of suitable surgical antiseptic solution
- (iii) Adequate arrangements shall be made for immediate recoument of the equipment when necessary.
- (iv) Nothing except the prescribed contents shall be kept in the First-aid box.
- (v) The First-Aid Box shall be kept in the charge of a responsible person who shall always be readily available during the working hours of the workplace.
- (vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the workplaces where the number of contract Labour employed is 150 or more.
- (vii) In workplaces 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 compounders shall be on duty and shall be available at all hours when the workers are at work.
- (viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

### 4. DRINKING WATER

- (i) In every work place, there shall be provided and maintained at suitable places, easily accessible to Labour, a sufficient supply of cold water, fit for drinking.
- (ii) Where drinking water is obtained from an intermittent public water supply, each workplace 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 15 metre from any latrine drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust & waterproof.
- (iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection, which shall be done at least once a month.

### 5. WASHING FACILITIES

- (i) In every workplace, adequate and suitable facilities for washing shall be provided and maintained for the use of contract Labour employed therein.
- (ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- (iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

### 6. LATRINES AND URINALS

- (i) Latrines shall be provided in every workplace on the following scale, namely:
  - (a) Where females are employed, there shall be at least one latrine for every 25 females.
  - (b) Where males are employed, there shall be at least one latrine for every 25 males. Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be up to the first 100 and one

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forevery50thereafter.

- (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 non-absorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than bore hole 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 notices 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 50 employed at a time, provided that where the number of male or female workmen, as the case may be, exceeds 500, it shall be sufficient, if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- (vi) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.  
(b) Latrines and urinals other than those connected with a flush sewage system, shall comply with the requirements of the Public Health Authorities.
- (vii) Water shall be provided by means of a tap or otherwise, so as to be conveniently accessible in or near the latrines and urinals.
- (viii) Disposal of Excreta: Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).
- (ix) The contractor shall at his own expense, carry out all instructions issued to him by the Corporation to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

### **7. PROVISION OF SHELTER DURING REST**

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

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

### **8. CRECHES**

- (i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per Clause 19H
- (ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- (iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bedroom.
- (iv) The contractor shall provide one Ayaatook after the children in the Creche when no. of women workers does not exceed 50 and two when the no. exceeds 50.
- (v) Use of the room so earmarked as Creche shall be restricted to children, their attendants and mothers of the children.

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### 9. CANTEENS

- (i) In every workplace 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 color washed at least once in each year. Provided that the inside walls of the kitchen shall be lime-washed every four months.
- (vi) 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 an nuisance.
- (viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- (ix) The dining hall shall accommodate at a time 30 per cent of the contract Labour working at a time.
- (x) 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 sqft) per diner to be accommodated as prescribed in Sub-Rule 9.
- (xi) (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.  
(b) Washing places for women shall be separate and screened to secure privacy.
- (xii) Sufficient tables, stools, chairs or benches shall be available for the number of diners to be accommodated as prescribed in Sub-Rule 9.
- (xiii) (a) 1. There shall be provided and maintained sufficient utensils, crockery, furniture and any other equipment, necessary for the efficient running of the canteen.  
2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.  
(b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.  
2. A service counter, if provided, shall have top of smooth & impervious material.  
3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils & equipments.
- (xiv) Foodstuffs 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 foodstuffs, beverages and any other items served in the canteen shall be based on 'No Profit, No Loss' and shall be conspicuously displayed in the canteen.
- (xvi) In arriving at the price of foodstuffs and other articles served in the canteen, the following items shall not be taken into consideration as expenditure namely:
  - (a) Rent of land and building
  - (b) Depreciation and maintenance charges for the building & equipments provided for the canteen
  - (c) Cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils
  - (d) Water charges and other charges incurred for lighting and ventilation
  - (e) Interest and amount spent on the provision and maintenance of equipments provided for the canteen
- (xvii) Accounts pertaining to the canteen shall be audited once every 12 months by registered accountant and auditors.

### 10. ANTI-MALARIAL PRECAUTIONS

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

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

12. **AMENDMENTS**

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

13. **COVID-CONSTRUCTION SITES PROTOCOLS**

Contractor shall maintain health safety of their employees, Labour, workers, vendors deployed by them at the site of work and shall follow all guidelines & protocol issued by State & Central Govt. with respect of COVID. Contractor shall ensure vaccination of workers deployed for the job at construction site. All protocols related to the Covid covering preventive measure, health advisory etc as issued by local administration, Govt. shall be followed without any additional claim or compensation.

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### Appendix-5

**CWC's/CPWD's Contractor's Labour Regulations**  
**THESE REGULATIONS SHALL MUTATIS-MUTANDI APPLY TO THE WORK OF THE**  
**CENTRAL WAREHOUSING CORPORATION**

#### 1. SHORT TITLE

These regulations may be called the CPWD/PWD (DA) Contractors' Labour Regulations.

#### 2. DEFINITIONS

(i) **Workman** means any person employed by C.P.W.D./PWD (DA) or its contractor directly or indirectly through a sub-contractor with or without - knowledge of the Central Public Works Department/PWD (DA) to do any skilled, semi-skilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied, but does not include any person:

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

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

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

No person below the age of 14 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 sub-contractor.

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

3 (i) Normally working hours of an adult employe should not exceed 9 hours a day. The working days 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 overtime 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 Govt. 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.

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- (c) Where a contractor is permitted by the Corporation 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 over time rate.

### 3. 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 & legible condition in conspicuous places on the work, notices in English and in the local Indian language 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-G-III**.

### 4. 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 a 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 repayable.
- (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 payments shall be made within 48 hours of the last working day.
- (vi) Wages due to every worker shall be paid to him direct by contractor through bank or ECS or online transfer to his Bank account.
- (vii) All wages shall be paid through Bank or ECS or online transfer
- (viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act, 1956.
- (ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Corporation under acknowledgment.
- (x) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of Labour.
- (xi) The contractor shall obtain from the Junior Engineer or any other authorized representative of the Corporation 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 work man concerned **through his/her bank account** on // at \_\_\_\_\_."

### 5. 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 i.e. from the place or the places where by the terms of his employment the \_\_\_\_\_ is required to work. The amount of deductions shall be in proportion to the period for which he was absent.

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- (c) Deduction for damage or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
- (d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
- (e) Any other deduction which the Central Government may from time to time allow.
- (ii) No fine should be imposed on any workers 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-G-X**.

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

### 6. LABOUR RECORDS

- (i) The contractor shall maintain a **Register of persons employed** on work on contract in Form XIII of the CL(R&A) Central Rules 1971 (**Appendix-G-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-G-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-G-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 laborer whomet with accident
  - (b) Rate of Wages
  - (c) Sex
  - (d) Age
  - (e) Nature of accident and cause of accident
  - (f) Time and date of accident
  - (g) Date and time when admitted in Hospital
  - (h) Date of discharge from the Hospital
  - (i) Period of treatment and result of treatment
  - (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer
  - (k) Claim required to be paid under Workmen's Compensation Act
  - (l) Date of payment of compensation
  - (m) Amount paid with details of the person to whom the same was paid
  - (n) Authority by whom the compensation was assessed
  - (o) Remarks
  - (v) The contractor shall maintain a Register of Fines in the Form XII of the CL(R&A) Rules 1971 (**Appendix-G-XI**)
- (vi) The contractor shall display in a good condition and in a conspicuous place of work the approved list of Acts & Omissions for which fines can be imposed (**Appendix-G-X**)
- (vii) The contractor shall maintain a Register of Deductions for damage or loss in Form XX of the CL(R&A) Rules 1971 (**Appendix-G-XII**)
- (viii) The contractor shall maintain a Register of Advances in Form XXIII of the CL(R&A)



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Rules 1971 (**Appendix-G-XIII**)

- (ix) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (**Appendix-G-XIV**)

### **7. ATTENDANCE CARD-CUM-WAGE SLIP**

- (i) The contractor shall issue an Attendance Card-cum-Wage Slip to each workman employed by him in the specimen format (**Appendix-G-VII**).
- (ii) The Card shall be valid for each wage period.
- (iii) The contractor shall mark attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- (iv) The Card shall remain in possession of the worker during the wage period under reference.
- (v) The contractor shall complete the Wage Slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- (vi) The contractor shall obtain signature or thumb impression of the worker on the Wage Slip at the time of disbursement of wages and retain the card with himself.

### **8. 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-G-VIII**).

### **9. 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-G-IX**).

### **10. 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 Corporation or Labour Officer or any other officers authorized by the Ministry of Urban Development in this behalf.

### **11. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY**

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

### **12. REPORT OF LABOUR OFFICER**

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Executive Engineer 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 laborer concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to laborer will be made by the Executive Engineer after Chief Engineer/Superintending Engineer has given his decision on such appeal.

The Executive Engineer shall arrange payments to the Labour concerned within 45 days from the receipt of the report from the Labour Officer or the Chief Engineer/Superintending Engineer, as the case may be.

### **13. APPEAL AGAINST THE DECISION OF LABOUR OFFICER**

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorized may appeal against such decision to the Chief Engineer/Superintending Engineer concerned within 30 days from date of decision,

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forwardingsimultaneously a copy of his appeal to the Executive Engineer, but subject to suchappeal,the decisionoftheofficershallbe finalandbindinguponthe contractor.

### 14. PROHIBITIONREGARDINGREPRESENTATIONTHROUGHAWORKER

- (i) A workman shall be entitled to be represented in any investigation or enquiryundertheseregulationsby:
  - (a) AnofficerofaregisteredTradeUnionofwhichheisa member.
  - (b) AnofficerofafederationofTradeUnionstowhichtheTradeUnionreferredto inClause (a)isaffiliated.
  - (c) Where the employer is not a member of any registered Trade Union, by anofficerofaregisteredtradeunion,connectedwiththeindustryinwhichtheworker is employed or by any other workman employed in the industry inwhichtheworkerisemployed.
- (ii) An employer shall be entitled to be represented in any investigation or enquiryundertheseregulationsby:
  - (a) Anofficerof anassociationof employersofwhichheisamember.
  - (b) AnofficerofaFederationorAssociationofEmployerstowhichassociationreferredtoinClause (a)isaffiliated.
  - (c) Where the employer is not a member of any association of employers, byan officer of association of employer connected with the industry in whichtheemployerisengagedorbyanyotheremployer,engagedintheindustryinwhichtheempl oyerisengaged.
- (iii) No party shall be entitled to be represented by a legal practitioner in aninvestigationorenquiryundertheseregulations.

### 15. INSPECTIONOFBOOKS ANDSLIPS

The contractor shall allow inspection of all the prescribed Labour records to any of hisworkersortohisagentataconvenienttimeandplaceafterduenoticeisreceivedor totheLabourOfficeroranyotherperson, authorized by theCentralGovernmentonhisbehalf.

### 16. SUBMISSIONSOFRETURNS

Thecontractorshallsubmit periodicalreturns as maybespecifiedfromtimetotime.

### 17. AMENDMENTS

TheCentralGovernmentmayfromtimetotimeaddtooramendtheregulationsandon any question as to the application / interpretation or effect of those regulations,the decisionoftheSuperintendingEngineer concernedshallbefinal.

### ADDITIONALPROVISIONSFORLABOUR

18. **Apprentices Act:** The Contractor shall be responsible to ensure compliance with theprovisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder fromtime to time in respect of apprentices directly or through petty Contractors or sub-contractorsemployedbyhimforthepurposeof carryingouttheContract.

IftheContractordirectlyorthroughpettyContractorsorsub-contractorsfailstodoso,hisfailure will be a breach of the contract and the Corporation may, in its discretion, rescindthecontract.TheContractorshallalsobeliableforanypecuniaryliabilityarisingonaccoun tof anyviolationofthe provisionsofthe Act.

19. **ProvisionsofPaymentsofWagesAct:**TheContractorshallcomplywiththeprovisionsof the Payment of Wages Act, 1936 and the rules made thereunder in respect of allemployeesemployedbyhimeitherdirectlyorthroughpettyContractorsorsub-contractorsin the works. If in compliance with the terms of the contract, the Contractor directly orthrough petty Contractors or sub-contractors shall supply any labour to be used wholly orpartly under the direct orders and control of the Engineer whether in connection with theworkstobeexecutedhereunderorotherwiseforthepurposeoftheEngineer, such Labour

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shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure

of the Contractor to repay such money to the Corporation deduct the same from any moneys due to the Contractor in terms of the contract. The Corporation shall be entitled to recover the same from Contractor's bills/Security Depositor any other dues of Contractor with the Govt. of India all moneys paid or payable by the Corporation by way of compensation of aforesaid or for cost of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

**20. Provisions of Contract Labour (Regulation and Abolition) Act, 1970:**

**20.1** The Contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Corporation from and against any claims under the aforesaid Act and the Rules.

**20.2** The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfil the requirement shall attract the penal provision of the Act.

**20.3 Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952**

: The Contractor shall comply with the provision of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Corporation from and against any claims under the aforesaid Act and the Rules.

**21. Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":**

The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and Rules made thereto by the concerned State Govt., and submit Certificate of Registration issued by Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provision of the Act.

**22. Reporting of Accidents:** The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractors employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangement to render all possible assistance.

**23. Provision of Workmen's Compensation Act :** In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Contractor is to abide by the provisions of various Labour laws in terms of above clause.

**24. Corporation not to Provide Quarters for Contractors:** No quarters shall normally be provided by the Corporation for the accommodation of the Contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the Corporation's discretion, recoveries shall be made at such rates as may be fixed by the Corporation for the full rent of the buildings and equipments therein as well as charges for electric current, water supply and conservancy.

**25. Labour Camps:** The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty Contractors or sub-contractors and

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for temporary creche (Bal-Mandir) where 50 or more women are employed at a time. Suitable sites on Corporation land, if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Corporation. All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.

- 26. Compliance to Rules for Employment of Labour:** The Contractor(s) shall conform to all laws, bye-laws, rules and regulations for the time being in force pertaining to the employment of local or imported Labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.
- 27. Preservation of Peace:** The Contractor shall take requisite precautions and use his best endeavors to
- (i) Prevent any riotous or unlawful behavior by or amongst his workmen and other employees directly or through the petty Contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and
  - (ii) Security of property in the neighborhood of the works. In the event of the Corporation requiring the maintenance of a Special Police Force or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Corporation shall be recoverable from the Contractor.
- 28. Sanitary Arrangements:** The Contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Corporation Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative or the Medical Staff of the Corporation. Should the Contractor fail to make the adequate sanitary arrangements, these will be provided by the Corporation and the cost thereof recovered from the Contractor.
- 29. Outbreak of Infectious Disease:** The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's Representative on the advice of the Corporation Medical Authority. Should cholera, plague, or other infectious disease break out, the Contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the Corporation and the cost thereof recovered from the Contractor.
- 30. Medical Facilities at Site:** The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the Corporation's Medical Authority in relation to the strength of the Contractor's resident staff and workmen.

**REGISTER OF MATERNITY BENEFITS [Clause 19F]**

Name and Address of the Contractor(s) \_\_\_\_\_  
 \_\_\_\_\_

Name and Location of the Work \_\_\_\_\_  
 \_\_\_\_\_

Name of the Employee	Father's/ Husband's Name	Nature of Employment	Period of Actual Appointment	Date on which Notice of Confinement Given
1	2	3	4	5

**Date on which Maternity Leave Commenced and Ended**

Date of Delivery	In case of Delivery		In case of Miscarriage	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

**Leave Pay Paid to the Employee**

In case of Delivery		In case of Miscarriage		Remarks
Rate of Leave Pay	Amount Paid	Rate of Leave Pay	Amount Paid	
11	12	13	14	15

**SPECIMEN FORM OF THE REGISTER  
REGARDING MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S  
LABOUR IN CENTRAL WAREHOUSING CORPORATION WORKS**

Name and address of the contractor \_\_\_\_\_

Name and location of the work \_\_\_\_\_

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

**LabourBoard**

- NameofWork \_\_\_\_\_
- Nameof Contractor \_\_\_\_\_
- AddressofContractor \_\_\_\_\_
- NameandAddress ofCorporateOffice \_\_\_\_\_
- NameandAddressofCWCLabourOfficer\_\_\_\_\_
- NameofLabourEnforcementOfficer \_\_\_\_\_
- AddressofLabourEnforcement Officer \_\_\_\_\_

SL	Category	MinimumWage Fixed	ActualWagePaid	NumberPresent	Remarks

- Weekly Holiday \_\_\_\_\_
- WagePeriod \_\_\_\_\_
- Date ofPaymentofWages \_\_\_\_\_
- WorkingHours \_\_\_\_\_
- RestInterval \_\_\_\_\_

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APPENDIX-G-IV

**FORMXIII[SeeRule75]**  
**RegisterofWorkmanEmployedbyContractor**

Name& Address ofContractor\_\_\_\_\_

Name& AddressofEstablishmentunderwhichContract isCarriedon\_\_\_\_\_

Nature&LocationofWork\_\_\_\_\_

Name& Address ofPrincipalEmployer\_\_\_\_

DRAFT

SL	Name & Surname of Workman	Age&Sex	s/ Husband'sName	Nature ofEmployment/Designation	Permanent HomeAddress of theWorkman (Villageand Tehsil, TalukandDistrict)	LocalAddress	Date ofCommencement ofEmployment	Signature or ThumbImpression of theWorkman	Date of Terminationof Employment	Reasons forTermination	Remarks
1	2	3	4	5	6	7	8	9	10	11	12



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**APPENDIX-G-V**

**FORMXVI**[(SeeRule78 (2)(a)]

**MUSTERROLL**

- ❖ Name& Address ofContractor\_\_\_\_\_
- ❖ Name& AddressofEstablishmentunderwhichContract isCarriedon\_\_\_\_\_
- ❖ Nature&LocationofWork\_\_\_\_\_
- ❖ Name& Address ofPrincipalEmployer\_\_\_\_\_FortheMonth/Fortnight\_\_\_\_\_

DRAFT

SL	Nameof Workman	Sex	Father's/Husband'sName	Dates					Remarks
				1	2	3	4	5	
1	2	3	4	5					6

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**APPENDIX -G-VI**  
**FORMXVII**[SeeRule 78(2)(a)]  
**REGISTEROFWAGE**

- ❖ Name& AddressofContractor\_\_\_\_\_
- ❖ Name& Address ofEstablishmentunderwhich Contract isCarriedon\_\_\_\_\_
- ❖ Nature&LocationofWork\_\_\_\_\_
- ❖ Name& Address ofPrincipalEmployer\_\_\_\_\_ WagePeriod:Monthly/Fortnightly\_\_\_\_\_

DRAFT

SL	NameofWorkman	SL in the Register ofWorkman	Designation / Nature ofWorkdone	No.ofDaysWorked	UnitofWorkDone	Daily Rate of Wages / PieceRate	Amountof WagesEarned				Total	Deduction, if any (IndicateNature)	NetAmountPaid	Signature / ThumbImpressionofWorkman	Initials of tractor or hisRepresentative
							BasicWages	Dearness Allowance	Over-time	Other CashPayments (IndicateNature)					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

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**WAGECARD**

**APPENDIX- G-VII-A**

WageCardNo. \_\_\_\_\_

Name & Address of Contractor \_\_\_\_\_

Date of issue \_\_\_\_\_

Name and Location of Work \_\_\_\_\_

Designation \_\_\_\_\_

Name of Workman \_\_\_\_\_

Month/Fortnight \_\_\_\_\_

Rate of Wages \_\_\_\_\_

DRAFT

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

Received from \_\_\_\_\_ the sum of Rs. \_\_\_\_\_ on account of my wages.

**Signature**

**FORMXIX**

[See Rule 78(2)(b)]

**WAGE SLIP**

Name and Address of Contractor \_\_\_\_\_

Name and Father's/Husband's Name of Workman \_\_\_\_\_

Nature and Location of Work \_\_\_\_\_

For the Week/Fortnight/ Month Ending \_\_\_\_\_

1. No. of Days Worked \_\_\_\_\_
2. No. of Units Worked in case of Piece Rate Workers \_\_\_\_\_
3. Rate of Daily Wages/piece Rate \_\_\_\_\_
4. Amount of Overtime Wages \_\_\_\_\_
5. Gross Wages Payable \_\_\_\_\_
6. Deduction, if any \_\_\_\_\_
7. Net Amount of Wages Paid \_\_\_\_\_

\_\_\_\_\_  
**Initial of the Contractor or His Representative**

**FORMXIV**

[See Rule76]

**EMPLOYMENTCARD**

NameandAddress ofContractor\_\_\_\_\_

NameandAddress ofEstablishmentunderwhichContractiscarriedon\_\_\_\_\_

NameofWorkandLocation of Work\_\_\_\_\_

NameandAddress ofPrincipalEmployer\_

1. Nameof theWorkman\_\_\_\_\_

2. SLinthe RegisterofWorkmanEmployed\_\_\_\_\_

3. NatureofEmployment/Designation\_\_\_\_\_

4. WageRate(withparticularsofunitincaseof piecework)\_\_\_\_\_

5. WagePeriod\_\_\_\_\_

6. TenureofEmployment\_\_\_\_\_

7. Remarks\_\_\_\_\_

\_\_\_\_\_  
Signatureof Contractor

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**APPENDIX-G-IX**  
**FORM XV**[SeeRule77]  
**SERVICECERTIFICATE**

Name&AddressofContractor \_\_\_\_\_

Nature&Location of Work \_\_\_\_\_

Name&AddressofWorkman \_\_\_\_\_

Ageor Dateof Birth \_\_\_\_\_

IdentificationMark \_\_\_\_\_

Father's/ Husband'sName \_\_\_\_\_

NameandAddressofEstablishmentin/underwhichContractiscarriedon \_\_\_\_\_

NameandAddressofPrincipal Employer \_\_\_\_\_

DRAFT

SL	TotalPeriodforwhich Employed		Nature of WorkDone	Rates of Wage (with Particulars ofUnitincaseofPieceWork)	Remarks
	From	To			
1	2	3	4	5	6

**Signature**

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### APPENDIX- G-X

#### LIST OF FACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

{In accordance with Rule 7 (v) of CPWD's Contractor's Labour Regulations, to be displayed prominently at the site of Work, both in English and local Language}

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

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**APPENDIX-G-XI**

**FORMXII**

[See Rule 78(2)(d)]

**REGISTER OFFINES**

Name & Address of Contractor \_\_\_\_\_

Name & Address of Establishment in/under which Contract is carried on \_\_\_\_\_

Name & Location of Work \_\_\_\_\_

Name & Address of Principal Employer \_\_\_\_\_

DRAFT

SL	Name of Workman	Father's/Husband's Name	Designation / Nature of Employment	Act / Omission for which Fine Imposed	Date of Offence	Whether Workman Showed Cause Against Time	Name of Person in whose Presence Employee's Explanation was Heard	Wage Periods and	Amount of Fine Imposed	Date on which Fine Realized	Remarks
	2	3					8				



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**APPENDIX-G-XII**

**FORM XX**

[See Rule 78(2)(d)]

**REGISTER OF DEDUCTION FOR DAMAGE OR LOSS**

Name & Address of Contractor \_\_\_\_\_

Name & Address of Establishment in/under which Contract is carried on \_\_\_\_\_

Name & Location of Work \_\_\_\_\_

Name & Address of Principal Employer \_\_\_\_\_

DRAFT

SL	Name of Workman	Father's/Husband's Name	Designation/ Nature of Employment	Particulars of Damage or Loss	Date of Damage or Loss	Whether Workman showed Cause against Deduction	Name of Person in Whose Presence Employee's Explanation	Amount of Deduction Imposed	No. of Instalments	Date of Recovery		Remarks
										First Instalment	Last Instalment	
		2	3									

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**APPENDIX-G-XIII**

**FORMXXII**

[SeeRule78(2)(d)]

**REGISTEROFADVANCE**

Name&AddressofContractor\_\_\_\_\_

Name&Address ofEstablishmentin/under whichContractis carriedon\_\_\_\_\_

Name& LocationofWork\_\_\_\_\_

Name&AddressofPrincipalEmployer\_\_\_\_\_

DRAFT

SL	NameofWorkman	Father's/Husband'sName	Designation/NatureofEmployment	Wage Period and Wages Payable	Date & Amount of AdvanceGiven	Purpose(s) for whichAdvance Made	No. of Instalments by Which Advance to be Repaid	Date & Amount of eachInstalmentRepaid	Date on which LastInstalmentwas Repaid	Remarks
	2	3								

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**APPENDIX-G-XIV**

**FORMXXIII**

[SeeRule78(2)(e)]

**REGISTEROFOVERTIME**

Name&AddressofContractor \_\_\_\_\_

Name&Address ofEstablishmentin/under whichContractis carriedon \_\_\_\_\_

Name& LocationofWork \_\_\_\_\_

Name&AddressofPrincipalEmployer \_\_\_\_\_

DRAFT

SL	NameofWorkman	Father's/Husband'sName	Sex	Designation/ Nature ofEmployment	on which OvertimeWorked	Total Over Time Worked orProduction in Case of PieceRated	NormalRateofWages	OvertimeRateofWages	OvertimeEarnings	Rate on which OvertimeWagesPaid	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

**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 ladder shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand-holds shall be provided on the ladder and the ladders shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6 m (12 ft) 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 (3 ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or stagings shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in Para 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 90cm (3ft).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m (30 ft) in length while the width between side rails in rungs shall in no case be less than 29cm (11½") for ladder up to and including 3 m (10 ft) in length. For longer ladders, this width should be increased at least  $\frac{1}{4}$ " 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 defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceeding to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. (a) Excavation and Trenching – All trenches 1.2 m (4 ft) or more in depth, shall at all times be supplied with at least one ladder for each 30m (100ft) in length or fraction thereof. Ladders shall extend from bottom of the trench to at least 90 cm (3 ft) above surface of the ground. Side of the trenches which are 1.5 m (5 ft) or more in depth shall be stepped back to give suitable slope or be held securely by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m (5 ft) of the edges of the trench or half of the depth of the trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
  - (b) Safety Measures for Digging Bore Holes–
    - (i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse
    - (ii) During drilling, sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work
    - (iii) Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50 m around the point of drilling to avoid entry of people

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- (iv) After drilling the borewell, a cement platform (0.5m x 0.5m x 1.2m) 0.6m above ground level and 0.6m below ground level should be constructed around the well casing

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- (v) After completion of the bore well, contractor should cap the bore well properly by welding steel plate, cover the bore well with drilled wet soil and fix thorny shrub over the soil. This should be done even while repairing the pump
- (vi) After bore well is drilled, the entire site should be brought to the ground level.

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

- (i) All roads and open areas adjacent to the worksites 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 Corporation 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 mortar 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 work shall be provided with welder's protective eye shields.
- (iv) Stone Breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (v) When workers are employed in sewers and manholes, which are in active use, the 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 measures are adhered to:
  - (a) Entry for workers into the lines shall not be allowed except under supervision of the Site Engineer or a 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 ropes should be handled by women 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 Corporation shall decide the time up to which a worker may be allowed to work continuously inside the manhole.
  - (j) Gas masks with Oxygen Cylinders should be kept at site for use in emergency.
  - (k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non-sparking gas engines also could be used, but they should be placed at least 2 m away from the opening and on the leeward side

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protected from wind, so that they will not be source of friction on any inflammable gas that might be present.

- (l) Workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
  - (m) Workers shall be provided with Gumboots or non-sparking shoes, bump helmets and gloves, non-sparking tools, safety lights, gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
  - (n) Workmen descending a manhole shall try each ladder 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 extents to which these precautions are to be taken, depend on individual situation, but decision of the Corporation regarding the steps to be taken in this regard in an individual case, will be final.
  - (vi) 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, following precautions 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 mask should be supplied for use by the workers when paint is applied in the form of spray or surface having lead paint is dry rubbed and scrapped.
    - (c) Overall shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painter to wash during and on the cessation of work.
  - (vii) Workmen executing work on scaffolds or other structures above specified heights shall be provided with full body harness and fall arresters.
9. An additional Clause (viii)(i) of CPWD's Safety Code (iv) - the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:
- (i) White lead, sulphate of lead or product containing this pigment, shall not be used in painting operation except in the form of paste or paint ready for use.
  - (ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.
  - (iii) Measures shall be taken, wherever practicable, to prevent danger arising out of dust, caused by dry rubbing down and scraping.
  - (iv) Adequate facilities shall be provided to enable working painter to wash during and on cessation of work.
  - (v) Overall, shall be worn by working painters during the whole of working period.
  - (vi) Suitable arrangements shall be made to prevent clothing put off during working hours, being spoiled by painting materials.
  - (vii) Cases of lead poisoning and suspected lead poisonings shall be notified and shall be subsequently verified by medical man, appointed by competent authority of Central Warehousing Corporation.
  - (viii) The Central Warehousing Corporation may require, when necessary, medical examination of workers.
  - (ix) Instructions with regard to special hygienic precautions to be taken in the painting trades shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipment 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 course of the work.
11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:
- (i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

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- (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 signal to operator.
- (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the condition under which it is applicable, shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- (iv) In case of departmental machines, the safe working load shall be notified by the Electrical Corporation. As regards contractor's machines, the contractors shall notify the safe working load of the machine to Corporation whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The workers 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 a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the Safety Code shall be named therein by the contractor.
15. To ensure effective enforcement of the rules & regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
16. Notwithstanding the above Clauses from (1) to (15), there is nothing in these to exempt the contractor from operations of any other Act or Rule in force in the Republic of India.



**Appendix-6**

**LABOUR LAW(S) COMPLIANCES AND OBLIGATIONS**

1. Contractor shall adhere to all general labour & statutory regulations, as may be applicable on it from time to time including, all necessary aspects such as minimum wages, PF, medical insurance, and accident insurance etc. for Personnel it engages for discharging its obligations under this Contract. The Contractor shall also comply with all Rules, Acts and Regulations made or as may be made by the Government Authority, State Government/ Local Authority from time to time pertaining to the Contract, pertaining to Labour Law(s).

Contractor shall submit copies of proof of statutory payments like insurance premium receipt, PF statement on quarterly basis to the Corporation/ Regional Manager for ensuring compliance.

2. Contractor shall strictly disburse salaries to its Personnel on time without fail. Contractor shall be responsible for collection & payment of taxes and any other statutory requirements made by any Government Authority, State Government/ Local Authority having jurisdiction, on behalf Personnel engaged.
3. While submitting monthly bill(s), Contractor shall submit all statutory registers (mentioned below) duly signed for the previous month to the Corporation/ Regional Manager. Acceptance of bill(s) shall be at the discretion of the Regional Manager in case of non-fulfillment of this condition.

The following is an indication and an inclusive list of Contractor's obligations under this Contract in respect of Labour Law(s) compliances:

- 1a. The Contractor shall be liable for making contributions in accordance with the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 and the scheme framed there under in respect of the Personnel employed by it. The Contractor shall recover the amount payable by such Personnel and pay to the Corporation i.e. the Principal Employer under the said Act, the amount of member's contribution together with an equal amount of Contractor's contribution. If, on account of the default of the Contractor in making/depositing such payments or for any other reason, the Corporation makes such contributions on behalf of the contractor, the FIC shall be entitled to set off against the amount due to the contractor, the contributions made by it on account of his default in making payment or otherwise in respect of the labour employed by the Contractor.
- 1b. The Contractor shall maintain and submit following Records & Returns prescribed under the EPF Ac, 1952 and the Scheme framed there under to the Authority designated under the said Act and to the Regional Manager of the Corporation, or any officer acting on his behalf.

Form-2	Nomination & Declaration Forms to be submitted for new entrants
Form-3.	The Contribution Card for the currency period-annually.
Form-3-A	Contribution Card for the currency period from 1 <sup>st</sup> April; to 31 <sup>st</sup> March annually.
Form-4	Contribution Card for Employees other than monthly paid Employees annually.
Form-5	Return of Employees qualifying for the Membership.
Form-5A	Return of Ownership to be sent to the Regional Commissioner.
Form-6.	Return of the Contribution Card and Annual Statement of Contribution
Form-6A	Consolidated Annual Contribution Statement
Form-10	Form of Maintenance of Accounts.
Form-11	Balance Sheet.
Form-12-A	Statement of Contribution Monthly

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- 1c. The Contractor shall, within 7 days of the close of every month, submit of the Principal Employer (Corporation), Statement showing the recoveries of Contribution in respect of Employees employed by or through him and shall have to furnish to him such information as the Principal Employer (Corporation) is required to furnish under the provisions of Employees Provident Fund Scheme 1952 to the Commissioner.
- 1d. The Contractor shall maintain inspection Note Book in the form as may be specified by the Commissioner, for an Inspector to record his observations on his visit. The Contractor shall also make available the same when asked for inspection to the Officer of the Regional Provident Fund Commissioner and to the Regional Manager of the Corporation or any officer authorized by him, acting on his behalf.
2. If the Contractor fails to submit the prescribed Returns, Records and other documents to the designated authority under the EPF & MP At, 1952 and Scheme framed thereunder and also to General Manager, Food Corporation of India or an Officer acting on his behalf, FCI will be at liberty withhold the pending bills, Security Deposit etc, and or any other payments due to the Contractor.
3. In complying with the said enactments or any statutory modifications thereof, the contractor shall also comply with or cause to be complied with the labour regulations enactments made by the State Govt./Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage book and wage slip, publication of the scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.
4. Notwithstanding the fact whether the said legislations, enactments or any statutory modifications thereof, are applicable or not to the employees/workers employed by the contractor of shall comply with the following:-

4i. **PAYMENT OF WAGES TO WORKERS:-**

The contractor shall pay not less than minimum wages to the workers engaged by them on either time rate basis on the work. Minimum wages both for the time rate and for the piece rate work shall mean the rate(s) notified by Appropriate Authority from time to time during the currency of contract period. Where such wages have not been so notified by the appropriate authority, the wages prescribed by the Regional Manager, as minimum wage, shall be made applicable. The Contractor shall maintain following records and registers as per Minimum Wages Act, 1948 & Central Rules made there under:

Form-I.	Register of fines.
Form-II.	Register of deduction for damage or loss caused to employer by the neglect or default of the employed person.
Form-III.	Annual return
Form-IV	D.T. Register for workers.
Form-V.	Muster Roll.
Form; IXa	Abstract of the Act & Rules to be displayed on Notice Board.
Form XI.	Wage slips should be issued to the Contract Labour in a day prior to disbursement of wages.

4ii. **Weekly off:**

The contractor shall allow or cause to be allowed to the workers directly or indirectly employed in the work one days rest for six days continuous work and pay wages at the same rate as for duty.

4iii. **Attendance Allowance:**

The contractor shall pay attendance allowance per day @ 50% of the daily wages notified by the Minister of Labour under the Minimum Wages Act from time to time to the regular workers generally employed by him on him on piece rate basis when such worker report for duty on the day but is not booked or given work for the day shift. Aforesaid wage/benefits at Clause vi (e) (i) to (iii) shall be deemed to be a part of this contract and any contravention thereof shall be deemed to be a breach of this contract. He General Manager shall have the right to deduct any sum due to

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the contractor required for making good the loss suffered by a worker of workers by reasons of non-fulfillment of the condition of the contract for the benefit of workers, non-payment of wages, or of deductions made from his or their wages which were not justified or not observations of the regulations/enactments mentioned in Clause VI (a).

4iv. Welfare and Health of contract Labour Duties and responsibilities of the contractor: The contractor shall comply with the provisions as regards provision of canteen/rest room, latrine, Urinal, Washing facilities, first and facilities etc as follows as contained in the Contract Labour (Regulation & Abolition) Act 1970 and other applicable laws no amended from time to time.

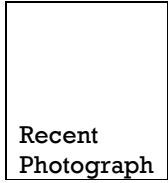
- (a) Where contract labour is required to halt at night and work is likely to continue for three months, a rest room is to be provided by the contractor within 15 days.
- (b) Where 100 or more Contract Labour is likely to continue work for six months, the Contractor shall provide a Canteen within 60 days of employing labour.
- (c) Sufficient supply of drinking water at convenient places to be provided.
- (e) Sufficient number of latrines and urinals to be provided.
- (f) Adequate and suitable washing, bathing places separately for men and women, shall be provided by the contract.
- (f) First Aid box (one box for 150 Contract Labour) to be provided in working hours.

4v. Contract Labour (Regulation & Abolition) Rules, 1970

- (a) As per Rule 25 (2) (VIII), every contractor shall file a return intimating commencement/completion of contract work within 15 days to the inspector in Form VI.A.
- (b) As per Rule 75, the contractor shall maintain a Register of workmen Employed in Form-XIII and he shall also display hours of work, nature of duty etc.
- (c) Every contractor shall issue a Service Certificate in Form-XV to the workman on termination of his services as per Rule. 77.
- (d) As per Rule 82(1), every Contractor shall submit Half-yearly Returns in duplicate in Form-XXIV to Licensing Officer within 30 days from the close of Half-year.
- (e) Notice to be displayed as required under Rule 81(1) and copy of such notice to be sent to Inspector as per Rule 81(2).
- (f) The Contractor shall also maintain following records/ registers also:
  - Muster Roll in Form XVI;
  - Register for deduction for damage, loss in Form XX as per Rule 78(1)(a)(ii);
  - Register of Fines in Form XXI;
  - Register of Advances in Form XXII.
- (g) Employment Card shall be given by Contractor in Form XIV to each worker within 3 days of employment as per Rule 76, in the following format:

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Temporary Contract Labour's Employment Card



- 1. Name of the Labour/Worker \_\_\_\_\_
- 2. Father's/ Husband's Name \_\_\_\_\_
- 3. Date of Birth \_\_\_\_\_
- 4. i) Address (Local) \_\_\_\_\_
- ii) Permanent \_\_\_\_\_
- 5. Name and address of CWC Contractor \_\_\_\_\_
- 6. Valid (Period of the Contractor) From \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
**Signature and stamp of the Contractor/  
Authorised representative**

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**5. Recovery of Compensation paid to Workmen**

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, the Corporation is obliged to pay compensation to workman employed by the contractor, in execution of the works, Corporation will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Corporation under sub-section (2) of Section 12 of the said Act, the Corporation 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 the Corporation to the contractor whether under this contract or otherwise.

The Corporation shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to Corporation full security for all costs for which the Corporation might become liable in consequence of contesting such claim.

**6. Ensuring Payment and Amenities to Workers, 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, the Corporation 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 CPWD's Contractor's Labour Regulations or under the Rules framed by Govt. from time to time for the protection of health and sanitary arrangements for workers employed by Central Warehousing Corporation's Contractors; the Corporation 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 Corporation under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970; Corporation 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 Corporation to the contractor whether under this contract or otherwise.

Corporation 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 Corporation full security for all costs for which Corporation might become liable in contesting such claim.

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### 7. Compliance of all Labour Laws and Regulations

The Contractors, who are working in the establishments through Contract Labour and/or employing labour themselves directly, should get themselves registered with and obtain a license from the Assistant Labour Commissioner concerned, as required under Contract Labour (Regulation and Abolition) Act 1971 and produce the same to Warehouse Manager, in compliance to above and the Conditions of Contract. The copy of application for obtaining labour license may be submitted to Warehouse Manager within the period as specified in **Appendix-7 to Schedule I: General Conditions of Contract**.

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

The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

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

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

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

### 8. Payment of Wages

Payment of Wages:

- i. The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the CPWD's Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- ii. The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- iii. In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the CPWD's Contractor's Labour Regulations made by Govt. from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970, and Contract Labour (Regulation & Abolition) Central Rules, 1971, wherever applicable.
- iv. (a) The Regional Manager concerned shall have the right to deduct from the money 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 workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.  
(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one-day rest for 6 days' continuous work and pay wages at the same rate as for duty. In the event of default, the Regional Manager 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 person entitled thereto from any money due to the contractor by the Regional Manager concerned.  
In the case of Union Territory of Delhi, however, as the all-inclusive minimum daily wages fixed under Notification of the Delhi Admin. No. F.12(162)MWO/D AB/43884-91, dated 31.12.1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.
- 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

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Labour(Regulation&Abolition)Act1970orthemodificationthereoforanyotherlawsrelatingtheretoandtherulesmadethereunderfromtimetotime.

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

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.

- vii. 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 any way of commission or otherwise.

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.

### 9. Maternity Leave and Pay

Leave and pay during leave shall be regulated as follows-

1. Leave:

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

2. Pay:

- (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's averaged 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 averaged daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave:

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

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

### 10. Logistics for Labours

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 Warehouse Manager.

- (i) (a) The minimum height of each hut at the eaves level shall be 2.1m (7ft) and the floor area to be provided will be at the rate of 2.7 sqm (30 sqft) 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 labourer 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.

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- (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 Warehouse Manager. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be kutcha, but plastered with mud gobi and shall be at least 15cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials, as may be approved by the Warehouse Manager and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.
- (b) The contractor(s) shall provide each hut with proper ventilation.
- (c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
- (d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft) according to the availability of site with the approval of the Warehouse Manager. Back-to-back construction will be allowed.
- (iii) Water Supply - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing & 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.
- (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 Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/Authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/Authority. The contractor shall provide one sweeper for every eight seats in case of dry system.
- (vi) Drainage - The contractor(s) shall provide efficient arrangements for draining away sewage water, so as to keep camp neat & 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

### 11. Conduct of Contractor Labors

The Corporation/Regional Manager/Warehouse Manager may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the laborer, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labor. AE will display a list of contractors working in the Colony/Blocks on the notice board in the colony and also at the service center, to apprise the residents about the same.

### 12. Removal of illegal Occupation

It shall be the responsibility of the contractor to ensure that no space in complex, provided to him for carrying out work/delivery of service, is not occupied by anybody unauthorized. If it is found so, then the Warehouse Manager shall have the option to refuse to accept of work(s) / building/buildings irrespective of its completion stage. 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 Value of work as per work order may be imposed by Regional Manager whose decision shall be final both with regard to the justification & quantum and be binding on contractor.

However, the Warehouse Manager, through a notice, may require the contractor to remove the

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illegal occupation any time on or before construction and delivery.

### **Trespass**

The contractor shall, at all times, be responsible for any damages or trespass, committed by his agents and workmen in carrying out the work, unless such trespass is authorized by the Regional Manager/Warehouse Manager.

### **13. Employment of Skilled / Semi- Skilled Workers**

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

Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Regional Manager. Failure on the part of contractor to obtain approval of Regional Manager or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate specified in **Appendix-7 to Schedule I: General Conditions of Contract** per such tradesman per day. Decision of Regional Manager, as to whether particular tradesman possesses requisite skill and amount of compensation in case of default, shall be final and binding.

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

For work costing more than Rs. 10 crores, and upto Rs. 50 crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen.

For work costing more than Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in coordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/ semi-skilled tradesmen. The cost of such training as stated above shall be borne by the Government. The necessary space and workers shall be provided by the contractor and no claim whatsoever shall be entertained.

### **14. PF Compliance and Contribution of EPF and ESI**

It will be responsibility of the contractor to obtain separate code/identification No. for contractor's deposit of PF dues/ESI, if applicable with concerned authority directly. Copy of PF Registration / Code no. along with copy of PF paid Challans, shall be submitted along with Running Account Bills or Final Bill.

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor and shall be included under the rates quoted by him in the tender. The ESI, EPF and other labour compliance will be sole responsibility of Contractor; CWC will not provide anything over and above rate quoted by contractor. Contractor will provide the proof to CWC for submission of ESI & EPF to respective authorities along with bills and proof of final amount deposited to respective authorities for ESI & EPF along with final bill compulsorily. If the contractor fails to do so, CWC will deduct appropriate amount from contractor's Bill / Security Deposit and pay to the respective authorities.

### **15. Minimum Wages Act to be Complied**

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



**16. Default & Breach of Provisions**

In the event of the contractor(s) committing a default or breach of any of the provisions of the CPWD's 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 Corporation as may be decided by the authority mentioned in **Appendix-7 to Schedule I: General Conditions of Contract** 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 as decided by the authority mentioned in **Appendix-7 to Schedule I: General Conditions of Contract** per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. Decision of the Regional Manager in all of the above respect shall be final and binding on Parties.

Should it appear to the Regional Manager that the contractor(s) is/are not properly observing and complying with the provisions of the CPWD's Contractor's Labour Regulations & Model Rules and the provisions of the Contract Labour (Regulation & Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health & sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred to as "the said Rules") the Regional Manager 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 Regional Manager shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s).

The contractor(s) shall erect, make & maintain at 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 Regional Manager shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Regional Manager shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

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Appendix-7

### Operational Clauses -Summary

Refer relevant clauses & Articles in Schedule-I, General Conditions of Contract (GCC) and Schedule-II, Scope of work.

<b>GENERAL RULES &amp; DIRECTIONS</b>	Officer Inviting Tender	Regional Manager
	Maximum works that can be executed under the contract	Up to 125 % of Original Contract Value.

**Definitions:**

1	Corporation/ Department/CWC	Central warehousing Corporation
2	Contract Manager/ Authorized Signatory for Agreement on behalf of Corporation and Corporation representative for the purpose of Corporation mentioned in Contract	Regional Manager of the Corporation who has invited tender
2	Warehouse Manager	In charge of Central Warehouse/CFS Terminal where services are to be delivered
3	Engineer	Engineer of Corporation in the rank of AE/ EE / SE .
3	Tender Accepting & Contract Terminating Authority	Regional Manager
4	Contractor Percentage on cost of materials and labor to cover all overheads and profits in Analysis of Rates:	15%

**Standard Schedule of Rates applicable under this contract for selection of item of works for execution**

- (i) DSRCivil2021
- (ii) DSR(E &M) 2022
- (iii) DSR Wet Riser and Sprinkler System - 2019
- (iv) DSR Item for BEE 5 star rated, ceiling fan with Brush Less Direct Current (BLDC) Motor - 2019
- (v) DSR (E&M) Item for Facade Lighting - 2019
- (vi) and Market rates for civil, electrical & mechanical works

ALL DSR latest up to correction slips at the time of tender publishing shall be valid and applicable for determining the rates.

Specification to be followed for execution of work	CPWD Specifications Vol - I & II 2019 for Civil Works and CPWD General Specifications for Electrical Works Part-I (Internal) & Part-II (External) with up-to-date Correction Slips or Latest CPWD Specifications in vogue on the date of tender publication, MORTH for roads.
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### Article 4 of Agreement

**Contract period:** 1 year form the date of placement of LOA

### Article 8 of Agreement

- (i) Performance Bank Guarantee- 5%of Contract Value plus additional PBG in case of abnormally low rates as per clause 11.4.3 of ITB (volume I)
- (ii) Time allowed for submission of Performance Guarantee, Detail of Engineers and Supervision Staff and applicable labor licenses, registration with EPFO, ESIC and BOCW WelfareBoardorproofof applyingthereoffrom the dateof issue ofLOA:15 days
- (iii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guaranteeamountbeyondtheperiodprovidedin Article 8 of Agreement/ Letter of Award:15days
- (iv) Retention Money - 5 % of value of work executed based on DLP conditions.

### Clause-2 of GCC (Schedule-I)

Scheduleofrateofrecoveryfordelayinsubmissionofmodified work program or Progress report -Clause 2 .2.4 and 13.4.3

SL	ContractValue	Recovery (Rs.)
I.	Any work executed under contract	Rs. 100 per day

### Clause-3.2.6 of GCC (Schedule-I)

Listof mandatorymachinery,tools&plantsto bedeployedbycontractoratsite

Concrete Mixer (Of capacity minimum 1 bag of cement) as per requirement on receipt of such works	Concrete Vibrator as per requirement on receipt of such works
Scaffolding for repair works upto height of 9 m from NGL	Ladders for repair works upto height of 6 m and for area where scaffolding cannot be erected.
Plumber tools & equipments	Electrician Tools & equipments
Lawn Mower, Hedge Cutters, Plants trimmers	Mason & Beldar Tools & Equipments

### Clause-3.3.4 of GCC (Schedule-I)

CompetentAuthorityfordecidingreducedrates: Engineer in charge

### Clause- 5.1.5 of GCC (Schedule-I)

#### Submissionofstatement

Incasethecontractorfailstosubmitthestatement,heshallbeliabletopayapenaltyofRs.500/- perweekfortheperiodhe doesnotsubmitthestatement.

### Clause-7 .1.1 of GCC (Schedule-I)

Corporation Issue Material -ScheduleofMaterialsto beissuedto theContractor-

SL	Description of item	Quantity	Rates in Figures & Words at which theMaterialwill beChargedtotheContractor	Placeof Issue
1	2	3	4	5
<b>NIL</b>				

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Corporation Issued - Tools&Plants , Equipment tobehiredtotheContractor-

SL	Description	HireChargesperday	Placeof Issue
1	2	3	4
<b>NIL</b>			

### Clause-8.1 of GCC (Schedule-I)

#### -SafetyProvisions

Incasethecontractorfailstomakearrangementandprovidenecessaryfacilities,heshall beliableto payapenaltyofRs.500/-per dayfortheperiodhedoesnotarrangethesafetyprovision. **Clause-10 of GCC (Schedule-I)**

Liquidity Damage- For the general Maintenance Services as per rate specified in Appendix –II of Schedule-II

For other repair, Maintenance, upgradation or construction works- As per Clause 10 of GCC

Authority to Decide LD- Regional Manager

### Clause-13.4.4 of GCC (Schedule-I)

- (i) Authority to Decide Extension of Time: Regional Manager
- (ii) Shifting of Date of Start in case of delay in handing over of site: Warehouse Manager

### Clause-13.4.6 of GCC (Schedule-I)

- (i) Record of Days prevented from performing the work: Hindrance Register -Jointly Maintained by WHM and Engineer based on the information provided by Contractor.
- (ii) Nature of Hindrance Register- digital /electronic in format of Schedule II

### Sub Clause 16 of Appendix 6 of GCC (Schedule-I)

#### Default&breachofprovisions.

In the event the contractor(s) committing a default or breach of any of the provision, he shall beliabletopayapenalty@0.05%foreachdayofdefaultsubjecttoamaximumof5% of estimated cost of work.

### Sub Clause 13 of Appendix 6 of GCC (Schedule-I) and other subclauses of Appendix 5 /6

#### Employmentofskilled/semi-skilledworkers.

Incase thecontractorfailstodeploythe qualifiedtradesman,heshallbe liabletoattractpenaltyof Rs.100/-perday.

**Vol-II Contract & GCC**

**Ref-Schedule II: Scope of Work**

**Requirement of Technical Staff for a Work and Rate of Recovery**

SL	Cost of Work	Minimum Qualification Of Technical Representative	Designation (Principal Technical / Technical Representative)	Minimum Experience (years)	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Contract T&C
1.	Any	Graduate Engineer (Civil) Or Diploma Engineer (Civil)	Principal technical representative	3 yrs for Graduate Engineers or 6 yrs for Diploma Engineers respectively	1	Rs.25,000/-PM
2	Any	Diploma Engineer (civil) Or any Graduate	Technical representative	3 yrs for Diploma Engineers and 10 yrs for Non Engineering Graduate and 1 year for Engineering Graduate respectively	1	Rs.15,000/-PM

- Assistant Engineers retired from Govt. Services that are holding Diploma will be treated at par with Graduate Engineers.
- Diploma holder with minimum 10 years relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

**Ref-Schedule II: Appendix- IV Clause R- Th. Consumption of Material**

Schedule/Statement for determining the theoretical quantity of cement & bitumen based on Delhi Schedule of Rates 2021 printed by CPWD

Variations permissible on theoretical quantities:

- (a) Cement All Works: +/-2%
- (b) Bitumen All Works: 2.5% plus & only & nil on minus side
- (c) Steel Reinforcement and structural steel sections for each diameter, section, and category: +/-2%

**RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION**

SL	Description of item	Rates at which recovery shall be made from the Contractor	
		Excess Beyond Permissible Variation	Less use Beyond Permissible Variation
1.	Cement	-	Twice the rates mentioned in DSR 2021 Dec 21 edition adopted for estimation
2.	Steel reinforcement	-	do
3.	Structural Sections	-	do
4.	Bitumen	-	do
5.	Bitumen issued free	-	do
6.	Bitumen issued at stipulated fixed price	-	Twice the rate issued

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