

CONDITIONS OF CONTRACT

Definitions :

- 1) The 'Contract' means the documents forming the tender and Acceptance thereof and the formal agreement executed between the Board of Trustees of Kandla Port and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions, issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- 2) In the contract the following expressions shall unless the context otherwise requires, have the meanings, hereby respectively assigned to them :
 - a) The expression 'works or work' shall, unless be some thing either in the subject or context repugnant to such construction, be constructed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
 - b) The 'Site' shall mean the land and / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - c) The 'Contractor' shall mean the individual or firm or company, whether incorporated or not, undertaking the work and shall include legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company, and the permitted assigns of such individual or **firms or** company.
 - d) The 'Board' means the Board of Trustees, constituted under the Major Port Trust Act – 1963 for Kandla Port and its successors.
 - e) The Engineer-in-charge means the Executive Engineer or any other engineer specially appointed for the purpose who shall supervise the work.

- f) The Term 'Chief Engineer' means the Chief Engineer of the Board of Trustees of Kandla Port.
- g) The term 'Chairman', means the Chairman of the Board of Trustees of Kandla Port.

Words imparting the singular number include the Plura number and vice versa.

CLAUSE 1: SECURITY DEPOSIT: The Person/persons, Whose tender(s) may be accepted hereinafter called 'The Contractor' shall permit the Board at the time of making any payment to him for work done under the contract to deduct such sum along with the sum already deposited as earnest money will amount:

- (i) In the case of works costing upto Rs. 1,00,000/- to 10% of the estimated cost of the work put to tender :
- (ii) In the case of works costing more than Rs. 1,00,000/- and upto Rs. 2,00,000/- to 10% on the first Rs. 1,00,000/- and 7.5 on the balance.
- (iii) In the case of works costing more than Rs. 2,00,000/- to 10% on the first Rs. 1,00,000/- 7.5% on the next Rs. 1,00,000/- and 5% on the balance, subject to a maximum of Rs. 1,00,000/- only unless he is/they are exempted from payment of security deposit in individual cases or has/have deposited the amount of security at the rates mentioned above in the cash or in the form of Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or State Bank of India. In case of a fixed deposit receipt of any bank is furnished by the contractor to the Board as part of the security deposit and the bank goes into liquidation or for any reasons is unable to make payment against the said fixed deposit receipt the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Board to make good the deficit.

Such deductions to be held by the Board by way of security deposit. Provided always that the Board for this purpose shall be entitled to recover

..... Percent of the amount of each running bill till the balance of amount of security deposit is realised. All compensation or other sums of money payable by the contractor under the terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by the board on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or Guarantee Bonds in favour of the Board of trustees executed or fixed deposit receipt tendered by the State Bank of India or by scheduled banks : (in case of guarantee offered by scheduled banks, the amount shall be within the financial limits prescribed by the Reserve Bank of India) or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-charge any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and earnest money if deposited in cash at the time of tender will be treated as part of the security deposit.

CLAUSE 2: COMPENSATION FOR DELAY: The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be deemed to be of the essence of the contract on the part of the contractor and shall be reckoned from the fifteenth day after the date on which the order to commence the work is issued to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the contractor shall pay as compensation an amount equal to one percent, or such smaller amount as the Chief Engineer (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work as shown in the tender, for every day that the work remains un-commenced, or unfinished, after the proper dates, and further to ensure good progress during the execution

of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds, one month (save for special jobs) to complete one eighth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, three eighth of the work before one half of such time has elapsed and three-fourth of the work, before three-fourth of such time has elapsed. However for special jobs if a time schedule has been submitted by the contractor and the same has been accepted by the Engineer-in-charge, the contractor shall comply with the said time scheduled. In the event of the failing to comply with this condition, he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Chief Engineer (Whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every day that the due quantity of work remains **incomplete**; provided always that the entire amount of compensation to be under the provision of this clause shall not exceed ten percent or the estimated cost of the work as shown in the tender.

Clause 3: The Chairman may without prejudice to the Board's right against the contractor in any respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date of completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases.

- (i) If the contractor having been given by the Engineer-in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkman-like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work

by date for completion or he has already failed to complete the work by that date.

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

- (iii) If the Contractor commits breach of any of the terms and conditions of this contract

- (iv) If the Contractor commits any acts mentioned in clause 21 hereof.

When the Contractor has made himself liable for action under any of the cases aforesaid, the chairman on behalf of the Board shall have powers.

- (a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in **writting** to the contractor under the hand of the Chairman shall be conclusive evidence) upon such determination or rescission the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Board.

- (b) The Engineer-in-charge shall have power to employ paid by the Board and to supply materials to carry out the works or any part of the works debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor, provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Board are

less than the amount payable to the contractor at his agreement rates, the differences should not be paid to the contractor.

- (c) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in **writing of the** Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Board under this contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be.

In the event of any one or more of the above courses being adopted by the Chairman or the Engineer-in-charge the contractor shall have no claim compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagement or made any advance on account or with a view to the execution of the work or the performance of contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value so certified.

Payable in respect thereof and he shall only be entitled to be paid the value.

Clause 4: In any case in which any of the powers conferred upon the Chairman or the Engineer-in-charge by Clause 3 hereof shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and

Contractors to remain liable to pay compensation if action not taken under clause (3). Powers to take possession of require removal of or self **contractor's plant.**

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

Extension of time

WORK CLAUSE 5. If the contractor shall desire an extension of time or completion of the on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Executive Engineer within 30 days of the date of hindrance on account of which he **desires** such extension as aforesaid, and the Executive Engineer shall, if his opinion (which shall be final, reasonable grounds be shown

therefore, authorise such extension of time, if any, as may in his opinion, be necessary or proper.

Completion certificate

CLAUSE 6. Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-charge and within ten days of the receipt of such notice the Engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a certificate of completion, otherwise a provisional certificate of completion indicating defects.

(a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued but no certificate or completion, provisional or other-wise, shall be issued, nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floors or other parts of any building, in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof and not until the work shall have been measured by the Engineer-in-charge. If the contractor shall fail to comply with the requirements of the clause as to removal of scaffolding Surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, etc. and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall have no claim in respect of any such scaffolding or surplus Materials as aforesaid except for any sum actually realised be Sale thereof.

N.B. Ten days will apply in the case of works at the headquarters of Engineer-in-charge, and thirty days will apply in the case of works at a station other than the quarters of Engineer-in-charge.

CLAUSE-7 No payments shall be made for works estimated to cost less than rupees two thousand and five hundred till after the whole of the works shall have been completed and certificate of completion given. But in the case of works estimated to cost more than rupees two thousand and five hundred, the contractor shall on submitting the bill thereof then executed to the satisfaction of the Engineer-in-charge whose certificate of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not payments for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work, to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of the certificate of completion furnished by the Engineer-in-charge and payment shall be made within three months if the amount of the contract plus that of the additional items is upto Rs. 2 lacks and in 6 months if the same exceeds Rs. 2 lacks, of the submission of such bill. If there shall be any dispute about any items or items of the work then the undisputed items only shall be paid within the said period of three months as the case may be. The contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do this, his claim shall be deemed to have been fully waived and absolutely extinguished.

Payment to Intermediate certificate to be regarded as advance

Bills to be submitted monthly.

CLAUSE 8. A Bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month, and the Engineer-in-charge shall take or cause to taken the requisite measurement for the purpose of having the same verified, and the claim, as far as admissible, adjusted as far as possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute within seven days of the date fixed as aforesaid, subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list.

Contractor to be given a week to file objections to the measurements recorded by department.

CLAUSE 8 A. Before taking measurement of any work as has referred to in Clause 6,7, and 8 hereof, the Engineer-in-charge or a subordinate deputed by him shall give reasonable notice to the contractor if the contractor fails to attend at the measurements after such notice of fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge then in any such event the measurement taken by the Engineer-in-charge or by the subordinate deputed by him as the case may be shall final and binding on the contractor and the contractor shall have no right to dispute the same.

Bills to be on printed forms.

CLAUSE 9. The contractor shall submit all bill on the printed forms to be had on application at the office of the Engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in purpose of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Payment of
Contractor's
bills to banks

CLAUSE 9 A. Payments due to the contractor may, if so desired by him be made to his bank instead of direct to him, provided that the contractor furnishes to the Engineer-in-charge (1) an authorisation in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payment and (2) his own acceptance of the correctness of the account made out as being due to him by the Board or his signature on the bill or other claim, preferred against the Board before settlement by the Engineer-in-charge of the account or claim by payment to the bank, while the receipt given by such bank shall constitute a full and sufficient discharge for the payment the contractor should, wherever possible, present his bills duly receipted and discharged through his bankers.

Nothing herein contained shall operate to create in favour of the any rights of equities vis-à-vis the Board.

Clause 10. Stores supplied by the Board. If the specification or schedule of items provides for the use of any special description of materials to be supplied from Engineer-in-charge's Stores, or it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge as shown in the schedule of materials hereto annexed, the contractor shall be bound to procure and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule of materials may be set off deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or against or from the security deposit, or the proceeds of sale thereof if the same is held in Government Securities, the same or a sufficient portion thereof being in this case sold for the purpose, All materials so supplied to the contractor shall remain the absolute property of the Board, and shall not be removed on any account from the site of the work, and shall at all times

open to inspection by the Engineer-in-charge. Any such materials remaining unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charge at a place directed by him, if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid not being used by him or for any wastage in or damage to any such materials provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof of all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the board within the scheduled time for completion of the work plus 50 percent thereof (scheduled time plus 6 months if the time of completion of the work exceeds 12 months) but if a part only of the materials has been supplied within the aforesaid period, then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the rest of the work, the contractor shall have an option either to determine the contract in respect of that portion of the work, or ask for extension of time.

CLAUSE 10 A. The Engineer-in-charge shall have full powers to require the removal from the premises of all materials which, in his opinion are not in accordance with the specification and in case of default the Engineer-in-charge is to be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-charge shall also have full powers to require other proper materials to be substituted thereof in case of default the Engineer-in-charge may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the Contractor.

CLAUSE 10 B. The contractor on signing an indenture in the form to be specified by the Engineer-in-charge shall be entitled to be paid during the progress of the execution of the work 75% of the estimated value of any materials which are in the opinion of the Engineer-in-charge non perishable and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works, when materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be deducted from the next payment made under any of the clause or clauses of this contract.

CLAUSE 10 C. If during the progress of the works, the price of any material incorporated in the works (not being a material supplied from the Engineer-in-charge's stores in accordance with Clause 10 hereof) and/or wages of labour increase as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any charges in sales tax) and such increase exceeds ten percent of the price and/or wages prevailing at the time of acceptance of the tender for the work, and the contractor there upon necessarily and properly pays in respect of that material (incorporated in the works) such increased price and/or in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied, provided, always that any increase so payable is not in the opinion of the Chief Engineer (whose decision shall be final and binding) attributable to delay in the execution of the contract within the control of the contractor.

If during the progress of the works, the price of any material incorporated in the works (not being a material supplied from the Engineer-in-charge's stores in accordance with clause 10 hereof) and/or wages of labour is decreased as a direct result of the coming into force of any fresh

law or statutory rule or order (but not due to any changes in sales tax) and such decrease exceeds ten per cent of the prices and/or wages prevailing at the time of acceptance of the tender for the work, the Board shall in respect of materials incorporated in the works (not being materials supplied from the Engineer-in-charge's stores in accordance with clause 10 hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law, statutory rule or order be entitled to deduct from the dues of the contractor such amount as shall be equivalent to difference between the price of materials and/or wages as they prevailed at the time of acceptance of tender for the work minus ten percent thereof and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order.

The contract shall, for the purpose of this condition, keep such book of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspect of the same by a duly authorised representative of the Board and further shall, at the request of the Engineer-in-charge furnish, verified in such a manner as the Engineer-in-charge may require, any documents so kept and such other information as the Engineer-in-charge may require.

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

CLAUSE 10 D. The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for work etc. as the Board's property and such materials shall be disposed of to the best advantage of Board according to the instruction in writing issued by the Engineer-in-charge.

Works to be executed in accordance with specifications, orders, drawings etc.

CLAUSE 11. The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instruction in writing in respect of the work is signed by the Engineer-in-charge and the contractor shall be furnished free of charge on copy of specifications, and of all such designs, drawings and instructions as are not included in the Board's compilation entitled "Specifications for works of the Board of Trustees Kandla Port in force from time to time of any other printed publication on General Specifications referred to elsewhere in the Contract.

Alterations in specifications and designs.

CLAUSE 12. The Engineer-in-charge shall have original, specifications, drawings designs and Instructions that may power to make any alterations in omissions from, additions to or substitutions for, the appear to him to be necessary during the progress of the work, and the contractor shall carry out work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects in which he agreed to do the main work. The time for the completion of work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-charge shall be conclusive, as to such proportion over and above this, a further period to the extent of 25 per cent of the time so extended shall be allowed to the contractor. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order :

- (i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- (ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- (iii) If the rates for the additional, altered or substituted work includes any work for which no rate is specified in the contract for the work, cannot be derived from the similar class of work in the contract, then such work shall be carried out at the rates entered in * _____ minus/plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.
 * **Here mention the name of the Schedule of Rate applicable.**
- (iv) If the rates for the additional, altered or substituted work cannot be determined in the manner specified in clauses (i) to (iii) above, then the rates for such work shall be worked out on the basis of the Schedule of Rates of the Board specified above minus/plus the percentage which the total tendered amount deems to the estimated cost of the entire work put to tender, provided always that if the rate for a particular part or the parts of the item is not in the Schedule or rates, the rate for such part or parts will be determined by the Engineer-in-charge on the basis of the prevailing market rates when the work was done.
- (v) If the rates for the aforesaid, additional or substituted work cannot be determined in the manner specified in sub-clause (i) to (iv) above, then the contract shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, supported by the analysis of the rate or rates claimed, and Engineer-in-charge shall determine the rate or rates on the basis of prevailing market rates and pay to the

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

(vi) Except in case of items relating to foundations, provisions contained in sub clauses (i) to (v) above shall not apply to contractor substituted items as individually exceed the percentage set out in the tender documents (referred to herein below as “deviation on limit”), subject to the following restriction:

- (a) The deviation limit referred to above is the net effect (algebraical sum) of all additions and deductions and deductions ordered.
- (b) In no case shall the additions/deductions (arithmetical sum) exceed twice the deviation limit.
- (c) The deviations ordered on items of any individual trade included in the contract shall not exceed plus/minus 50% of the value of that trade in the contract as a whole or half the deviation limit, whichever is less.
- (d) The value of additions of items of any individual trade included in the contract shall not 10% of the deviation limit.

Note : Individual trade means the trade sections which a schedule of quantities annexed to the agreement has been divided or in the absence of any such division, the individual sections of the Board’s Schedule of Rates specified above, such as, excavation and earthwork, concrete, wood work and joinery, etc.

The rates of any such work accept the items relating to foundations which is in excess of the deviation limit shall be determined in accordance with the provisions contained in Clause 12 A.

Clause 12 A. In the case of contract or substituted items which individually exceed the quantity stipulated in the contract by more than the deviation limit, except the items relating to foundation work, which the contractor is required to do under clause 12 above, the contractor shall within 7 days from the receipt of order, claim revision of the rates supported by proper analysis in respect of such items for quantities in excess of the deviation limit, non-with standing the fact that the rates for such items exist in the tender for the main work or can be derived in accordance **with** Provisions of sub-clause (ii) of Clause 12, and the Engineer-in-charge may revise their rates, having regard to the prevailing market rates and the contractor shall be paid in accordance with the rates so fixed. The Engineer-in-charge shall however, be at liberty to cancel his order to carry out such increased quantities of work by giving notice in writing to the contractor and arrange to carry it out in such manner as he consider advisable. But, under no circumstances the contractor shall suspended the work on the plea of non-settlement of rates falling under this clause.

All the provisions of the preceding paragraph shall equally apply to the decrease in the rates of items for quantities in excess of the deviations limit, non-with-standing the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub-clause (ii) of the preceding Clause 12, and the Engineer-in-charge may revise such rates having regard to the prevailing market rates.

CLAUSE 13. If any time after the commencement of the work the Board shall for any reason whatsoever not require the whole thereof as specified

No
compensation
for
alteration in
or restriction
of work to be
carried out.

in the tender to be carried out, the Engineer-in charge shall give notice in writing of fact contractor who shall have no claim to any payment of compensation whatsoever on account of any profit of advantage which he might have derived from the execution of the in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he has any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafied brought to the site of the work by the contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the contractor, provided however, that the Engineer-in-charge shall have in all such cases the option of taking over all or any such materials at their purchase price or at local current rates whichever may be less in the case of such stores and storage shall be refunded in addition to the issue rate of materials.

Action and
compensation
payable in
case of bad
work

CLAUSE 14. If it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect, or unskilful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of quality inferior to that contracted for or otherwise not accordance with contract, the contractor shall on demand in writing which shall be made within six months of the completion of the work from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified forthwith rectify or remove and reconstruct the work so specified in whole or in a part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper

and suitable materials or articles at his own proper charge and cost, and the event of his failing to do within a period to be specified by the Engineer-in-charge in his demand aforesaid, then, the contractor shall be liable to pay compensation at the rate of one percent on the estimated amount put to tender for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses in all respects of the Contractors.

Works to be
open to
inspection

CLAUSE 15. All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his authorised subordinates and the contractor shall at all times during the usual working hours, and the at all other times at which reasonable notice of the inspection of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractors, either be present to receive order and instructions, or have a responsible agent, duly accredited in writing present for that purpose, Orders given to the contractors agent shall considered to have the same in force as if they had been given to the contractor himself.

Notice to be
given work is
covered up

CLAUSE 16. The Contractor shall give not less than seven days notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of any work in order that the same may be measured, and correct dimension thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up and place beyond the reach of measurement, any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having

been given or Engineer-in-charge's consent being obtained the same shall be uncovered at the contractor's expense, or in default, there of No payment or allowance shall be made for such work or the materials with which the same was executed.

Contractor
liable for
damage done
and for
imperfections
noticed with in
the prescribed
maintenance
period after
the certificate.

CLAUSE 17. If the contractor or his working people or servant shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, or grass land, or cultivated ground contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work other than road work costing of Rs. 20,000/- and below after a certificate or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid arising out of defective or improper materials or workmanship the contractor shall upon a receipt of a notice in writing in that behalf make the same good at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workman and deduct the expense from any sums that may be then, or at any time thereafter may become due to the contractor, or from his security deposit, or the proceeds of thereof or a sufficient portion thereof. The security deposit, of the contractor shall not be refunded before the expiry of six months (three months in the case of any work other than road work costing Rs. 20,000/- and below) after the issue of the certificate final or otherwise of completion of work after the final bill has been prepared and passed whichever is later. Provided that in the case of road work if in the opinion of the Engineer-in-charge, half of the security deposit is sufficient to meet all the liabilities of the contractor under his contract, half of the security deposit will be refundable after three months and the remaining half after six months of the issue of the said certificate of completion or after the final bill has been prepared and passed whichever is later.

Contractor to supply all plant, ladders, scaffoldings, etc.

CLAUSE 18. The contractors shall supply and provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores)., plant, tools, appliances, implements, ladders, cortage, tackle, scaffolding and temporary work requisite or proper for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number or persons with the means and materials, necessary for the purpose of setting out works and counting weighing and assisting of the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor under the contract and or from his security deposit or the proceeds of sale thereof or a sufficient portion thereof.

CLAUSE 18 A. In every case in which by virtue of the provisions of Section 12, Sub-section (1) of the workmen's Compensation Act. 1923 the Board is obliged to pay compensation to a workman employed by the contractor, in execution of the work, the Board will recover from the contractor the amount of the compensation so paid: and, without prejudice to the rights of the Board under section 12, sub-section (2) of the said Act. The board 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 Board to the contractor whether under this contract or otherwise. The Board shall not be bound to contest any claim made against it under Section 12, Sub

section (1) of the said Act. except on the written request of the contractor and upon his giving to the Board full security for all costs for which the Board become liable in consequence of contesting such claim.

CLAUSE 19. No female labourer shall be employed within the limits of cantonment.

Labourer

CLAUSE 19 A. No labourer below the age of fourteen years shall be employed on the work.

Fair wage
clause

CLAUSE 19 B. Payment of wages to labourers (a) The contractor shall pay not less than fair wage to labourers engaged by him on the work.

Explanation 'Fair Wage' means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the Board for the district in which the work is done, it will be notified prescribed by the board in consultation with the officers of the Industrial Relations Machinery located in the Respective areas and will not be less than the maximum rates of wages fixed by the Board for that class of employee engaged on the same type of work in the same area.

- (b) The contractor shall notwithstanding the provisions of any contract to contrary, cause to be paid fair wage to labourers indirectly engaged on the work, including any labour engaged by his sub contractors in connections with the said work, as if the labourers had been immediately employed by him.
- (c) In respect of all labour directly employed in the works for performance of the contractor's part of this agreement the contractor shall comply with or clause to be complied, with the Board's Contractor's Labour Regulations made by Board from time to time in regard to payment of wage period, deductions from wages recovery wages not paid and deductions from wages recovery wages not paid and deductions unauthorizedly made maintenance

of wage books, wage slips, publication of scale of wages and other terms of Employment inspection and submission of periodical returns and all other matters of alike nature.

- (d) The Executive Engineer Concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the benefit of the workers, nonpayment of wages or deductions made from his or their wages which are not justified by their terms of the contract or non observance of the regulations.
- (d) (d) Under the provisions of minimum wages Act 1948 and the Minimum wages (Central) Rules, 1950 the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the works one day's rest for six days continuous work and pay wages at the same rate as for duty in the event of default the Engineer-in-charge or his subordinate shall have the right to deduct sum or sums not paid on account of wages for weekly holiday to any labourer and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer or his subordinate concerned.
- (e) Vis-à-vis the Board the contractor shall be primarily liable to all payment to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be breach of this contract.

CLAUSE 19 C. In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his own expense arrange for the safety provisions as per Board's safety code framed from time to time and shall at his own

expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs. 50/- for each default and in addition the Engineer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19 D. The contractor shall submit, by the 4th and 19th of every month, to the Engineer-in-charge a true statement, showing in respect of the second half of the preceding month and the first half of the current month, respectively (1) the number of labours employed by him on the work, (2) their working hours, (3) wages paid to them, (4) 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 and (5) the number of female workers who have been allowed Maternity Benefit according to Clause 19 F and the amount paid to them failing which the contractor shall be liable to pay to the Board a sum not exceeding Rs. 50/- for each default for materially incorrect statement. The decision of the Executive Engineer shall be final in deducting from any bill due to the contractor the amount levied as fine.

Health and
Sanitary
Arrangements
for
workers.

CLAUSE 19 E. In respect of all labour directly or Indirectly employed in the works for the performance of the contractors part of this agreement, the contractor shall comply with or cause to be complied with all the rules framed by Government or the Board from time to time for the protection of health and sanitary arrangements for workers employed by the Board and its contractors.

Maternity
benefit rules
for female
workers
employed
by
contractors.

CLAUSE 19 F. Leave and pay during leave shall be regulated as follows :-

(1) Leave

- (i) In 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 case of miscarriage-upto 3 weeks from the date of miscarriage.

(2) Pay

- (i) In case of delivery-leave pay during maternity leave will be at the rate of the woman's average daily earnings, calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of seventy five naya paise a day whichever is greater.
 - (ii) In case of miscarriage-live pay at the rate of average daily earnings calculated on the wages earned on the days when full time work was done during a period of 3 months immediately preceding the date of such miscarriage.
- (3)** Condition 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 not less than 6 months immediately preceding the date on which she proceeds on leave.

CLAUSE 19 G. In the event of the contractor (s) committing a default or breach of any of the provisions of the Board's Contractors 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 filling any statement under the provisions of the above regulations and rules which is materially incorrect, he then shall without prejudice to any other liability pay to the Board a sum not exceeding Rs. 50/- for every default breach or furnishing making submitting, filling such materially incorrect statement and in the event of

the contractor (s) defaulting continuously in this respect the penalty may be enhanced to Rs. 50/- per each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-charge shall be final and binding on the parties.

Should it appear to the Engineer-in-charge that the contractor (s) is/are not properly observing and complying with the Model Rules for the protection of health and sanitary arrangements for work-people employed by the contractor (s) (hereinafter referred as “the said Rules”) the Engineer-in-charge shall have power to give notice in writing to the contractor (s) requiring that said rules be complied with and the amenities prescribed therein be provided to the work people within **a responsible 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 or to provide the amenity to the work people as aforesaid. The Engineer-in-charge shall have the power to provide the amenities here in before mentioned at the cost of the contracts. The Contractor shall erect, make and maintain at his/their own expenses at the approved standards all necessary huts 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 Engineer-in-charge 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 standards within the period specified in the notice the Engineer-in-charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19 H. The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as

the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-charge.

- 1 (a) The minimum height of each hut at the eye level shall be 7 ft. and the floor area to be provided will be at the rate of 30 sq. ft. for each member of worker's family staying with the labourer.
- (b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 6'x5' adjacent to the hut for each family.
- (c) The contractor (s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
- (d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- 2 (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 Engineer-in-charge. in the case of sun dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be katcha but plastered with mud gobri shall be at least 6" above the surroundings ground. The roots shall be laid with thatched or any other materials as may be approved by the Engineer-in-charge and the contractor shall ensure that throughout the period of their occupation the roofs remain water tight.
- (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 at least 8 yards between the rows of huts which may be reduced to 20 ft. according to the availability of sit with the approval of the Engineer-in-charge, back to back construction will be allowed.

3. Water supply :- The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than 2 gallons of pure and whole some water per head per day for drinking purposes and 3 gallons of clean water per head day for bathing and washing purposes where piped water supply is available, supply shall be at stand posts and where the supply is from wells or rivers, tanks which may be 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 main wherever **available**, and shall pay all fees and charges therefor.

4. The sit selected for the camp shall be high ground, removed from jungle.

5. Disposal of Excreta : The contractor(s) shall make necessary arrangements forwarded the disposal of excreta form 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 8 seats in case of dry system.

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

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

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

CLAUSE 19 I. The Engineer-in-charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

CLAUSE 20. The contractor shall comply with all the provisions of the Minimum Wages Act. 1948 and rules framed there under and other labour laws.

CLAUSE 21. The contract shall not assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with the creditors or attempt to do, so or if any bribe gratuity gift, loan perquisite reward or advantage, pecuniary or otherwise, shall either directly or indirectly, be given promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of the board any way relating to his office of employment, or if any such officer or person shall become in any way directly or indirectly interested in the contractor the Chairman or the Engineer-in-charge on behalf of the Board shall have

Work not to be sublet contract may be rescinded and security deposit for failed for subletting bribing or if contractor become in solvent.

power to adopt any of the courses specified in Clause 3 as he may deem best suited in the interest of the Board in the event of any of these courses being adopted the consequences specified in the said Clause 3 shall ensure.

Sum payable
by way of
compensation
to be
considered as
reasonable
compensation
without
reference to
actual loss.

CLAUSE 22. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Board without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

Changes in
constitution

CLAUSE 23. Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-charge shall be obtained before any change is made in the constitution of the firm where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If previous approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and same action may be taken, and the same consequences shall ensure as provided in the said Clause 21.

Work to be
Under
direction of
Engineer-in-

CLAUSE 24. All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect or the Engineer-in-charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 25.

- i) "Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawing, and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instruction, orders or to the conditions or otherwise concerning the works or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.
- ii) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board or the Government, he had expressed views on all **or** any of the matters in dispute or of **different**.

The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.
- iii) It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- iv) It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of work **the work**.
- v) It is a term of the contract that the party invoking arbitration shall give a list of dispute with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.

- vi) It is also a term of the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port Trust shall be discharged and released of all liabilities under the contract in respect of these claims.
- vii) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- viii) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- ix) The arbitrator from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
- x) Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made **there under** and for the time being in force shall apply to the arbitration proceedings under this clause.
- xi) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- xii) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he **issued**, the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- xiii) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.”

Patent Rights

CLAUSE 26. The Contractor shall fully indemnify the Board of Trustees against any action, claim or proceeding relating to Infringement or use of any patent or design alleged design rights shall pay any royalties which

may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against the Board in respect of any such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom provided that the contractor shall not be liable to indemnify the Board of Trustees if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-charge in this behalf.

Lump Sum
estimates.

CLAUSE 27. When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payments in respect of the items of work involved or the part of the work question at the same rates, as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-charge may capable of measurements, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or payable to him under the provisions of the clause.

Action where
no
specification

CLAUSE 28. In the case of any class of work for which there is no such specification as is mention in Rule I, such work shall be carried out in accordance with the strict specification and in the event of there being no strict specification, then in such case the work shall be carried out in respects in accordance with the instructions and requirements of the Engineer-in-charge.

CLAUSE 29. (1) Whenever any claim, against the contractor for the payment of a sum or money arises out of or under the contract, the Board shall entitled to recover such sum by appropriating, in part or whole, the security deposit of the contractor, and to sell any Government promissory notes etc. forming the whole or part of such security. In the event of the security being Insufficient or if no security has been taken from the contractor, Them the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due from the contractor under this or any other contractor with the Board. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to the Board on demand the balance remaining due.

The Board shall have the right to cause an audit and techinal examination of the works and the final bills of the contractor including all supporting vouchers abstract etc., to be made after payment of the final bill and it as a result of such, audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contractor under the contract or any work claimed by him to have been done by under the contract and found not to have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for the Board to recover the same from him in the manner prescribed in a sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any

work executed by him under it, the amount of such under payment shall be duly by the Board to the contractor.

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

Condition relating to supply of unfiltered water.

CLAUSE 30. Unfiltered water required for the execution of work may be supplied to the contractor(s) at the direction of the Executive Engineer on the following conditions.

- (1) Payment by the contractor(s) of 1.5 percent of the actual cost of work.

Note :- The percentage will apply to all items of work Except the following:-

- (i) Doors, C.S. windows wooden or other hard and soft board paneling
 - (ii) Timber beams, battens planks, trusses, wooden flooring and floor-joists.
 - (iii) Steel work in trusses beams, purlins frame work.
 - (iv) Steel tank, flushing cistern, water closet, pans, wash hand basins and sinks only in internal sanitary installation.
 - (v) Black topping of road surfaces with tarbituminous or similar materials.
 - (vi) All C.I., W.I.G.I., R.C.C. or M.S. pipe work including excation, jointing painting or external work for water supply but not including masonry pillar, chambers, etc. which require use of water.
 - (vii) All items of electrical work.
- (2) The contractor(s) shall make his/their own arrangement for water connection and the laying of pipe lines from existing mains or source

of supply. It should be clearly understood that the Board does not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangement for water at his/their own cost in the event of any temporary breakdown in the Board's water mains so that progress on his/their work is not held up for want of water. No **main** claim of damages or refund of water charge will be entertained on account of such breakdowns.

OR

CLAUSE 31 A. The contractor shall make his own arrangement for water required for the work and nothing extra will be paid for the same.

CLAUSE 32 (i). Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pumps constructed by the Board no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-charge shall be the final authority to determine the cost recoverable from the contractor on this account.

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

Return of
surplus
material.

CLAUSE 33. Notwithstanding any thing contained to the contrary in any or all of the clauses of this contract, where any materials for the execution of the contract are procured with the assistance of the Board either by issue from the Board's stocks or purchase made under orders or permits or licences issued by the Board the contractor shall hold the said material economically and solely for the purposes of the contract and not dispose of them without the permission of the Board and return, if required by the Engineer-in-charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charge, to him excluding the storage charge, if any. The decision of the Engineer-in-charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the terms of the licenses or permit and/or for criminal breach of trust, be liable to the Board for all moneys advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

Conditions
regarding
Road Rollers.

CLAUSE 34 (a). Hire charge, for road roller shall be recovered at Rs. _____ per day per roller.

(b) The roller will be made over and taken back at the roller shed and charges will be recovered at the prescribed rate from the date the roller is made over till the date of its return **even though** the roller may not have been working for any cause except for a major break-down necessitating its return to the workshop.

(c) The running expenses include free of further charges following services:

Services of driver, fireman and a cleaner, also lubrication oil stores for cleaning purposes and steam coal to light up not exceeding 2.5 owt the latter only when the roller is issued and all the charges such as cost of

steam coat, fuel firewood, matches, kerosene oil etc. and water for working and washing of steam roller, and pay of chowkidar for guarding the rollers at night, shall however be borne by the contractor.

- (d) Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day a minimum quantity of material of area of surfacing as noted against each in the annexed statement.

If the roller will be required to work for a longer period due to bad arrangement of contractor, or any other cause whatsoever, the hire charges for the additional number of days shall be levied at double the rate specified in Clause condition of the agreement.

Conditions
relating to use
of asphaltic
materials.

CLAUSE 35 (i). The contractor under take to make arrangements for the supervision of the work by the firm supplying the tar or bitumen used.

- (ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formulas, before the process of painting in started and shall hypothecate it to the Engineer-in-charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorised charges of specification and abandonment of portion of work; a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-charge shall be made the material returned to the contractors Although the materials are hypothecated to the Board the contractor, undertakes. The responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-charge in writing.
- (iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion

of the security deposit relating to asphaltic work shall be refunded after the expiry of the period.

CLAUSE 36 : The contractor shall employ the following technical staff during the execution of this work : One qualified Engineer / Overseer / Supervisor having experience of Years.

CLAUSE 37 : The whole work may be split up between two or more contractors or accepted in part and not in entirety if considered expedient.

CLAUSE 38 : Sales tax or any other tax on materials in respect of this contract shall be payable by contractor and the Board shall not entertain whatsoever in this respect.

CLAUSE 39 : Without prejudice to any of the rights or remedies under this contract, if the contractor, dies the Chairman on behalf of the Board shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 40 : The contractor shall not be permitted to tender for works in the Board if his near relative is posted as Accountant or as an officer in any capacity between the grades of the Chief Engineer and Assistant Engineer in the Engineering Department of the Board. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the Board, Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this department.

NOTE : “By the term near relative” is meant wife, husband, parents and grand parents, children and grand children, brother and sisters, uncles and cousins and their corresponding in-laws.

CLAUSE 41 : No engineer or other Officer employed in Engineering or Administrative Duties in the Engineering Department of the Board is allowed to work as a contractor for a period of two years of his retirement from Board's service without the previous permission of Board This Contract is liable to be cancelled if their the contractor or any of his employee is found at any time to be such a person who had not obtained the permission of Board as aforesaid before submission of the tender or engagement in the contractors' service as the case may be.

CLAUSE 41 : (i) The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good condition at the time of completion or determination of the contractor shall be returned to the Engineer-in-charge at a place where directed by him, if by a notice in writing under his hand, he shall so require, credit for such material will be given at the prevailing market rate not exceeding the amount charges from him, excluding the storage charges levied at the time of issue of materials to him. The contractor shall also not be entitled to cartage and incidental charges for returning the surplus materials from and to the stores where from they were issued.

(ii) After completion of the work, the Theoretical quantity of cement to be used on works shall be calculated on basis of the Board's statement showing quantities of cement to be used in different Items of work provided in the schedule of rates in force at that time or in cases where the schedule will not be applicable in the case of agreements it shall be calculated on the basis of standard formula as may be force in the Board, over this theoretical quantity of cement shall be allowed a variation upto 5% plus/minus for works the estimated cost of which as put to tender is not more than Rs. 2 lakhs : upto 4% plus/minus for works the estimated cost of which put to tender is more than Rs. 2 lakhs but upto Rs. 5 lakhs and up to 3% plus/minus for works the estimated cost which put to tender is above 5 lakhs. The difference in the quantity of cement actually issued to the

contractor and the theoretical quantity including authorised variations, if not returned by the contractor, shall be recovered at twice the issue rate including storage charges, without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variation on the minus side as stipulated above) the cost of the quantity of cement not so used shall be recovered from the contractor on the basis of stipulated issue rate including storage charges and cartage to site.

(iii) The provisions of the foregoing sub-clause shall apply in the case of steel reinforcement or structural steel sections, except that the theoretical quantity of steel shall be taken as the quantity required as per design or as authorised by the Engineer-in-charge, including authorised lappages, plus 5% wastage due to cutting into pieces, Over this theoretical quantity ; plus 5% and minus 4% shall be allowed as variation due to wastage being more or less.

(iv) The provisions made above are without prejudice to the right of the Board to take action the contractor under the conditions of the contract for not doing the work according to the prescribed specification.

CLAUSE 43 : The percentage referred to at page (2) of the tender will be deducted from / added to the gross amount of the bills for work done.

Schedule showing (approximately) materials to be supplied by the Board under Clause 10 of the conditions of contract for work contracted to be executed and the rates at which they are to be charged for.

Contractor's
percentage
whether
applied to net
or gross
amount of bill.

BOARD OF TRUSTEES OF KANDLA PORT**SAFETY CODE****SAFETY CODE:**

- i) Suitable scaffolds should be provided for workmen for all the works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder is used for carrying materials as well, suitable footholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 (1/4 horizontal and 1 vertical).
- ii) Scaffolding or staging more than 12 feet above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have guard rail properly attached bolted, braced and otherwise secured least 3 feet high above the floor or platform or 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 deliver of materials such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii) Working platform, gangways, and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform or the gangway is more than 12 feet height of the platform or the gangway or the stairway is more than 12 feet above ground level or floor level, they should be closely boarded, should have adequate width and should be suitable fastened, as described in (ii) above.
- iv) Every opening in the floor a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 3 feet.
- v) Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 30 feet in length while the width between side rails rung ladder shall in no case be less than 11.5" for ladder upto and

including 10 feet in length. For longer ladders this width should be increased at least $\frac{1}{4}$ " for each additional foot of length. Uniform step spacing shall not exceed 12". Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defense of every suit action or other proceeding at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

vi) Excavation and Trenching:

All trenches, four feet or more in depth, shall at all times be supplied with at least one ladder for each 100 feet in length or fraction thereof. Ladder shall be extended from bottom of the atleast 3 feet above the surface of the ground. The site of the trenches, which are 5 feet or more in depth shall be stopped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated material shall not be placed within 5 feet of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom under no circumstances under mining or under cutting shall be done.

vii) Demolition: Before any demolition work is commenced and also during the process of the work:

- (a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- (b) No electric cable or apparatus which is liable to be source of danger over a cable or apparatus used by the operator shall remain electrically charged.

- (c) 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.
- viii) All necessary personal safety equipment as considered adequate by the Engineer-in-Charge 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:
 - (a) Workers employed on mixing asphaltic materials, cement, and lime mortars shall be provided with protective footwear and protective goggles.
 - (b) Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes will be provided with protective goggles.
 - (c) Those engaged in welding works shall be provided with welder's protective eyesight lids.
 - (d) [Stone](#) breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - (e) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers shall be allowed to get into the manholes, and the manholes so opened shall be condoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
 - (f) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken:
 - i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

- ii) Suitable facemasks should be supplied for use by the workers when paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
- ix) **When the** work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- x) Use of hoisting machines, and tackle including their attachments anchorage and supports shall conform to the following standards or conditions:
 - (a) These shall be of good mechanical construction, good material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
 - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
- 2. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be incharge of any hoisting machine including any scaffolding which or give signals to operator.
- 3. In case of every hoisting machine and of every chain, ring, hook, shackle, shrivel 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 plain marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- 4. In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in –Charge. As regards contractors machines

- the contractors shall notify the safe working load of the machine the Engineer-in-charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
- xi) Motors, gearing, transmission, electrical wiring and other dangerous part of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum risk of accidental descent of the load. Adequate precautions should be taken to reduce the minimum risk of any part of suspended load; becoming accidentally displaced. When workers employed on electrical installation which are already energised, insulating mats, wearing apparel, such as gloves, sleeves and both 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.
 - xii) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
 - xiii) 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.
 - xiv) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the labour officer, Engineer- in – charge of the Board or their representatives.
 - xv) Notwithstanding the above clause from (i) to (xiv) there is nothing in these to exempt the Contractor from the operations of any Act or Rules in force in the Republic of India.

Model Rules For the protection of Health and Sanitary arrangements for workers employed by the Board of Trustees of Kandla Port of its Contractors.

1. Application

These rules shall apply to all building and construction works in charge of the Board.

2. Definitions:

- (i) "Work Place" means a place at which, at an average of 50 or more workers are employed in connection with Construction work.
- (ii) "Large work Place" means a place at which an average 500 or more workers are employed in connection with construction work.

3. First Aid

- (a) At every work place, there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilised dressings and streilised cotton wool. The appliances shall be kept in good order and in large work place they shall be placed under the charge of a responsible person who shall be easily available during working hours.
- (b) At large work places, where hospitals facilities are not available within easy distance of the works. First aid posts shall be estimated and be run by trained compounder.
- (c) Where large work places are remote from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.
- (d) Where large work places are situated in cities, town or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to the hospitals. At other work places, some conveyance facilities such as a car, shall be kept readily available to take injured person or persons suddenly taken seriously ill to the nearest hospital.

4. Drinking water

- (a) 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.
- (b) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- (c) Every water supply of storage shall be a distance of not less than 50 feet from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such well shall be entirely closed in and be provided with a trap-door which shall be dust proof and water proof.
- (d) A reliable pump shall be fitted to each covered well, the trap door 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 and Bathing places:-

- (i) Adequate washing and bathing places shall be provided separately for men and women.
- (ii) Such places shall be kept in clean and drained condition.

6. Scale of Accommodation in Latrines and Urinals:

There shall be provided within the premises of every work place, latrines and urinals in all accessible place and the accommodation, separately for each of them, shall not be less than the following scale :

| | No. of Seats |
|--|--------------|
| a) Where the number of persons does not exceed 50 | 2 |
| b) Where the number of persons does exceeds 50 but does not exceed 100 | 3 |
| c) <u>For every additional 100</u> | 3 |

Particular cases, the Executive Engineer shall have powers to vary the scale, where necessary.

7. Latrine and Urinals for Women :

If women are employed, separate latrines & urinals, screened from those for men and marked in the vernacular in conspicuous letter "For Women only" shall be provided on the scale laid in Rule 6.

Those for men shall be similarly marked "For Men only". A poster-showing figure of a man and woman shall also be exhibited at the entrance of latrines for each sex. There shall be adequate supply of water close to the urinals and latrines.

8. Latrines and Urinals :

Except in work places provided with water flushed, latrines, connected with a water-borne sewage system, all latrines shall be provided with receptacles on dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receptacles shall be tarred inside and outside at least once a year.

9. Construction of Latrines

The inside walls shall be constructed of masonry of some suitable heat resisting non-absorbent material and shall be cement washed inside at least once a year. The dates of cement washing shall be noted in a register maintained for this purpose and kept available for inspection.

Latrines will not be of a standard lower than bore hole system and should have thatched roofs.

10. 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 approved by the Assistant Director of Public Health or the Municipal Officer of Health, as the case may be, in whose jurisdiction the work place is situated. Alternatively, excreta may be disposed of by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with a 6" layer of waste or refuse and then covering it up with a layer of earth for a fortnight (when it will turn into manure).

11. Provision of Shelters During Rest

At every work place there shall be provided free of cost two suitable sheds one for meals and the other for rest separately for men and women for the use of labour. The height of the shelter shall not be less than 11 feet from the floor level to the lowest part of the roof. The sheds should be roofed with at least thatch and mud flooring will be provided with a dwarf wall around not less than 2.5 feet. Sheds should be kept clean and the space should be on the basis of at least 5 square feet per head.

12. Crèches

(a) "At every work place" at which 50 or more women workers are ordinary employed, there shall be provided two huts for the use of children, under the age of 6 years, belonging to such women. One hut shall be used for infants games and play and the other as their bedroom. The huts shall not be constructed on a lower standard than the following :

- i) Thatched roofs
- ii) Mud floors and walls
- iii) Planks spread over the mud floor and covered with matting.

The huts shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the place 'Clean'. There shall be two female attendant in attendance. Sanitary utensils shall be provided to the satisfaction of the Health officer of the Board. The use of the hut shall be restricted to children, their attendants and mothers of the children.

- (b) Where the number of women workers is more than 25 ,but less than 50, the Contractor shall provide at least one hut and one female attendant to look after the children of women workers.
- (c) The size of crèche or crèches shall vary according to the number of women workers.
- (d) The crèche or crèches shall be properly maintained and necessary equipment like toys etc. shall be provided.

13. Canteen

A cooked food canteen on a moderate scale shall be provided for the benefit of workers, wherever it is considered expedient.

- 14.** The above rules shall be incorporated in the Contracts and in notices inviting tenders and shall form an integral part of the Contracts.

THE BOARD OF TRUSTEES OF KANDLA PORT

CONTRACTOR'S Labour Regulation

Short Title

1. "These regulations may be called the Board of Trustees of Contractor's Labour Regulations."
 2. **Definitions:-** In these regulations, unless otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them receptively, that is to say :
 - (i) The "Board" means the Board of Trustees of Kandla Port.
 - (ii) "Labour" means workers employed by a contractor of the Board of Trustees of Kandla Port directly, or indirectly through a sub-contractor or other persons or by an agent on his behalf on a payment not exceeding Rs. 400/- per month and will not include supervisory staff like overseers etc.
 - (iii) "Fair wages means, wages whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the Board of Trustees of Kandla Port (herein after referred to as the Board). It will be notified prescribed by the Board in consultation with the officer of the Industrial Relations Machinery located in the respective areas and will not be less than minimum rates of wages fixed by the Board for that class of employee engaged on the same type of work in the same area.
 - (iv) "Contractors" shall include every person whether a sub-contractor or headman or agent, employing labour on the work taken on Contract.
 - (v) "Wages" shall have the same meaning as defined in the payment of Wages Act and includes time and piece rate wages.
- 2(a) Normally working hours of an adult employee should not exceed 9 hours a day and in case of a child 4.5 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.

2(b) 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. Children shall not be made to work extra hours.

2(c) Every worker shall be given a paid weekly holiday normally on Sunday.

3. Display of notice regarding wages etc :

The Contractor shall :

- (a) Before he commences his work on Contract, display and correctly maintain and continue to display and correctly maintain a clean and 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 rates of wages which have been certified by the Executive Engineer / Chief Engineer, or Regional Labour Commissioner, as fair wages and the hours of work for which such wages earned and
- (b) Send a copy of such notices to the certifying officer.

4. Payment of Wages:-

- (i) Wages due to every worker shall be paid to him direct.
- (ii) All wages shall be paid in current coin or currency or in both.
- (iii) Arrears claimed after 2 months after the completion of the work shall not be entertained.

5. Fixation of wage Periods:-

- (i) The Contractor shall fix the wage periods in respect of which the wages shall be payable.
- (ii) No wage period shall exceed one month.

- (iii) Wages of every worker employed on the Contract shall be paid (a) in case of establishments in which wage period is one week within 3 days from the end of the wage period and (b) in the case of other establishments before the expiry of the 7th day or 10th day from the end of the wage period **accordingly to the** number of worker employed in such establishments does not exceed 1000 or exceeds 1000 respectively.
- (iv) When 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 day succeeding the one on which his employment is terminated.
- (v) All payment of wages shall be made on a working day except when the work is completed before the expiry of the wage period, in which case final payment shall be made within 48 hours of the last working day at work site and during the working time.

Note : The Term “Working Day” means a day on which the work, on which the labour is employed, as in progress.

6. Wage Book and Wage Slips etc.

1. The Contractor shall maintain a wage book of each worker in such Form may be convenient at the place of work, but the same shall include the following particulars :
 - (a) Name of the Worker.
 - (b) Rate of daily or monthly wages.
 - (c) Nature of work on which employed.
 - (d) Total number of day worked during each wage period.
 - (e) Dates and periods for which worked overtime.
 - (f) Gross wages payable for the work during each wage period.
 - (g) All deductions made from the wage with an indication in each case of the ground for which the deduction is made.**
 - (h) Wages actually paid for each wage period.**
 1. **Signature or thumb impression of the worker.**

2. The Contractor shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day of disbursement of wages.
3. The contractor shall issue and Employment card in the prescribed Form III to each worker on the day of work or entry into him employment. If the worker has already any such card with him from the previous employer the contractor shall merely endorse that employment card with relevant entries on termination of employment the Employment card shall again be endorse by the contractor and returned to the worker.

7. Register of Unpaid Wages

The Contractor shall maintain a register of unpaid wages in such form as may be convenient at the place of work but same shall include the following particulars:

- (a) Full particulars of the labours whose wages have not been paid.
- (b) Reference number of the muster roll and wage register.
- (c) Rate of Wages.
- (d) Wage period.
- (e) Total amount not paid.
- (f) Reasons for not making payment.
- (g) How the amount of unpaid wages was utilised.
- (h) [Acquaintance](#) with dates.

8. Register of Accidents :The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars.

- (a) Full particular of the laboureres who met with accident.
- (b) Rate of Wages.
- (c) Sex.

- (d) Age.
- (e) Nature of accident and cause of accident.
- (f) Time and date of accident.
- (g) Date and time when admitted in Hospital.
- (h) Date of discharge from the Hospital.
- (i) Period of treatment and result of treatment.
- (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- (k) Claim required to be paid under Workman's Compensation Act.
- (l) Date of payment of compensation.
- (m) Amount of paid with details of the person to whom the sum was paid.
- (n) Authority by whom the compensation was assessed.
- (o) Remarks.

9. Fines and Deduction which may be made from Wages :

- (i) The wages of worker shall be paid to him without any deduction of any kind except the following:
 - (a) Fines.
 - (b) Deduction of absence from duty i.e. from the place or the places whereby the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - (d) Deduction for recovery of advances or for adjustment of over-payment of wages, advance granted shall be entered in a register.
 - (e) Any other deduction which the Board may from time to time allow.

- (ii) No fine should be imposed on any worker shall in respect such acts an omissions on his part as have been approved of by Chief Labour Commissioner.
- (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 deduction.
- (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 naya paise in a rupee of the wages, payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.
- (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

10. Register of Fines, etc.

- (i) The contractor shall maintain a register of deductions for damage or loss in Form No.1 and 2 respectively, which should be kept at the place of work.
- (ii) The Contractor shall maintain in both English and the local Indian language, a list approved by the Chief Labour Commissioner clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in a good condition in a conspicuous place on the work.

11. Preservation of Registers

The Wage Book, the Wage slips, the register of unpaid wages, the Register of Accidents, the Register of Fines, reductions required to be maintained under these regulation shall be preserved for 12 months after

the day of last entry made in them and shall be made available for inspection by the Engineer-in-charge, Labour Welfare Officer or any other Officer authorised by the Board in this behalf.

12. Powers of Labour Welfare officers to make investigations of Enquiry

The Labour Welfare Officer or any other person authorised by the Board on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and provisions of these regulations. He shall investigate into any complaint regarding the default made by the Contractor or sub-contractor in regard to such provision.

13. Report of Labour Welfare officer

The labour Welfare Officer or other persons authorised as aforesaid shall submit a report or result of his investigation on 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 Contractors shall be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the Contractor under Clause 14 of these regulations actual payment to labourers will be made by the Executive Engineer after the Regional Labour Commissioner has given his decision on such appeal.

(a) The Executive Engineer shall arrange payments to the labourers concerned within 45 days from the receipt of the report from the Labour Welfare Officer or the Regional Labour Commissioner as the case may be.

14. Appeal Against the Decision of Labour Welfare Officer

Any person aggrieved by the decision and recommendation of the labour Welfare Officer or other person so authorised may appeal against such decision to the Regional Labour Commissioner concerned within 30 days from the date of decision forwarding simultaneously a copy of his appeal

to the Executive Engineer concerned but subject to such appeal, the decision of the Officer shall be final and binding upon the Contractor.

15. Prohibition regarding representation through lawyer

- (i) A Workman shall be entitled to be represented in any investigation or enquiry under these regulation by :
 - (a) An officer of a Registered Trade Union of which he is a member.
 - (b) An officer of Federation of Trade Unions to which the trade union referred to in Clause (a) is affiliated.
 - (c) Where the employer is not a member of any Registered Trade Union, by an Officer of a Registered Trade Union, connected with or by any other workmen, employed in the industry in which the worker is employed.
- (ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulation by :
 - (a) An Officer of an association of Employers of which he is a member.
 - (b) An Officer of a Federation of Associations Employers to which the association referred to in Clause (a) is affiliated.
 - (c) Where the employer is not a member of any association of employers, by an Officer of association of employer, connected with, or by any other employer, engaged in the industry in which the employer is engages.
- (iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

16. Inspection of Books and Slips:-

The Contractor shall allow inspection of the Wage Books and the Wage Slips, the Register of unpaid wages, the Register of accident, and the Register of fines and deductions to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Welfare Officer or any other person, authorised by the Board on his behalf.

17. Submission of Returns

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

18. Amendments

The Board may, from time to time, add to or amend the regulations and on any question as to the application, interpretation or effect of those regulation the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner of the Government of India or any other person authorised by the Board in that behalf shall be final.

NOTE: In case of any disputes, the English version will prevail.

Annexure to additional condition 34 (d) showing of materials of areas of surfacing to be considered for working out the minimum period for which hire charges are to be recovered.

| Sr. No. | Material of Surfacing | Quantity or Areas |
|----------------|--|--------------------------|
| 1 | Earth sub-grade | 1858 Sq. m |
| 2 | Stone (soling) 15 cms. to 23 cms | 170 Cu. m |
| 3 | Brick soling 11.5 cms. to 19 cms. thick | 227 Cu.m |
| 4 | Wearing coasts of stone ballast 7.5 cms. to 11.5 cms. | 28 Cu.m |
| 5 | Wearing coasts of brick ballast 7.5 cms. to 11.5 cms. thick. | 57 Cu.m |
| 6 | 6.35 mm. thick red bajri spread and Consolidated with road roller. | 1858 Sq. m. |
| 7 | Painting one coat with stone grit 12.7 mm gauge @ 0. 1 54 Cu. m. to 0. 1 7 Cu. m/ 1 0 Sq.m and hot bitumen cold bitumen or tar as specified. | 929 Sq.m |
| 8 | Painting two coats, first coat with stone grit 12.7 mm. Gauge @ 0.154 Cu m/10 Sq.m with binder, and second coat with stone grit 95 mm gauge @ 0. 107 Cu. m/10 Sq.m. and binder. The binder being hot bitumen or tar as specified. | 595 Sq.m |
| 9 | Repainting with stone grit 9.5 mm. gauge @ 0.107 Cu.m. to 0.14 Cu m/10 Sq.m. and hot bitumen or tar as pecified. | 1672 Sq.m |
| 10 | Laying full grouted surface with stone ballast 38 mm. gauge @ 0.62 Cu. m/10 Sq.m. grouting with binder, blinding with 19 mm. to 12.7 mm. gauge stone grit @ 0.17/10 Sq.m. and seal coat of binder and stone grit 9.5 mm gauge @ 0.107 Cu.m/10 Sq.m. the binder being hot bitumen or tar as specified | 465 Sq.m. |
| 11 | Laying full grouted surface with stone ballast 5.08 mm. gauge @ 0.93 Cu.m/10 Sq.m. grouting with binder, | 372 Sq.m. |

| | | |
|-----------|---|------------------|
| | blinding with stone grit 19 mm. to 12.7 mm. gauge @ 0.185 Cu.m/ 10 Sq.m. and seal coat of binder and stone grit 9.5 mm. gauge @ 0.107 Cu. m/10 Sq.m. the binder being hot bitumen or tar | |
| 12 | 19 mm, thick premix carpet surfacing with stone grit 9.5 mm. gauge @ 0.246 Cu.m/10 Sq.m. and binder including tack coat, the binder being hot bitumen or tar. | 929 Sq.m |
| 13 | 25.4 mm thick premix carpet surfacing with stone grit 9.5 mm gauge @ 0. 31 Cu.m/10 Sq. m and binder including tack coat binder being hot bitumen or tar as specified. | 929 Sq.m |
| 14 | 38 mm. thick premix macadam surfacing with stone ballast 25.4 gauge @ 1.46 Cu.m/10 Sq.m. and hot bitumen blinding with stone grit 12.7 mm. gauge @ 0.1 54' Cu.m/10 Sq.m. and stone grit 9.5 mm. gauge @ 0.107 Cu. m/10 Sq. m. | 657 Sq.m |
| 15 | 50.8 mm. thick premix macadam surfacing with stone ballast 25.4 mm. gauge @ .62 Cu.m/10 Sq.m. and hot bitumen, blinding with stone girt 12.7 mm. gauge @ 0.154 Cu.m/10 Sq.m. and seal coat of hot bitumen and stone girt 9.5 mm. gauges @ 0.105 Cu.m/10 Sq.m. | 465 Sq.m. |
| 16 | 38 mm. thick bitumen concrete surfacing with graded stone ballast (19 mm. gauge to 6.35 mm. gauge) @ 0.37 Cu. m/1 0 Sq. m. coarse sand @ 0.185 Cu.m/10 Sq.m. and hot bitumen, over a tack coat of hot bitumen | 465 Sq.m |
| 17 | 50.8 mm. thick bitumen concrete surfacing with graded stone ballast (l 9 mm. gauge to 6.35 mm. gauge) @ 0.49 Cu m. /10 Sq.m coarse sand @ 0.246 Cu m./10 Sq. m. and hot bitumen over a tack coat of hot bitumen. | 372 Sq.m |
| 18 | 63.5 mm. thick bitumen concrete surfacing with graded stone ballast (19 mm gauge to 6.35 mm. gauge) @ 0.62 Cu m. /10 Sq.m. coarse sand @ 0.31 Cu. m./10 Sq. m. | 279 Sq.m. |

| | | |
|-----------|---|-------------------|
| | and hot bitumen, over a tack coat of hot bitumen | |
| 19 | 25.4 mm. thick bitumestic sheet with hot bitumen, stone grit 12.7 mm. to 9.5 mm. @ 0. 1 7 Cu. m./l0 Sq. m. and Badarpur san @ 0. 1 7 Cu. m./10 Sq.m. over a tack coat of hot bitumen. | 743 Sq. m. |
| 20 | 38 mm. thick bitumen sheet with hot bitumen stone grit 12.7 mm. to 9.5 mm. gauge @ 0.25 Cu.m./10 Sq.m. and Badarpur sand @ 0.25 Cu.m./10 Sq.m. over a tack coat of hot bitumen | 557 Sq.m. |

FORM I**Register of Fines (Regulations 10 (i) Employer)**

| Sr.No. | Name | Father's / Husband's Name | Sex | Depart- ment | Nature and Date of the offence for which fine imposed | Whether workmen showed cause against deduction if so enter date | Rate of Wages | Date & amount of fine imposed | Date on which fine realised | Remarks |
|---------------|-------------|--|------------|-------------------------|--|--|--------------------------|--|--|----------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | | | | | | | | | | |

FORM II

**Register of Deduction for Damages for Loss Caused to the Employer by the Neglect or Default of the
Employed Persons (Regulation 10(i) Employer)**

| Sr.No. | Name | Father's / Husband's Name | Sex | Depart- ment | Damage or loss caused with date | Whether workmen showed cause against deduction if so enter date | Date and amount of deduction imposed | Number of installments if any | Date on which fine realised | Remarks |
|---------------|-------------|--|------------|-------------------------|--|--|---|--|--|----------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | | | | | | | | | | |

FORM III**EMPLOYMENT CARD [REGULATION 6 (iii)]**

Name and Sex of the worker

Age or date of birth

Father's Name

Identification marks

Address

Particulars of next of kin (wife and children, if any or of dependent next kin case the has no wife or child)

Name:

Full address of dependents:

(Specify village, District and state)

| Sr. No. | Name & address of employer (Specify whether a contractor or sub-contractor) | Particulars of location of worksite & description of work done | Total period for which the worker is employed (From _____ To _____) | Actual number of days worked | Leave taken (Number of days should be specified) |
|----------------|--|---|--|-------------------------------------|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | |

Back side on the card

| Sr. No. as on reverse | Nature of work done by the worker | Wage period | Wage rate (with particulars of unit in case of piece work) | Total wage earned by the worker during the period shown under column (5) | Remarks | Signature of the employer |
|------------------------------|--|--------------------|---|---|----------------|----------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |

N. B.: if the worker is employed both on piece and the rates, relevant entries in each should be made separately.