

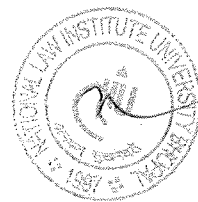
NATIONAL LAW INSTITUTE UNIVERSITY, BHOPAL
Kerwa Dam Road, Bhopal - 462044

TENDER DOCUMENT FOR

ROAD WORK

AT

NLIU CAMPUS



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NATIONAL LAW INSTITUTE UNIVERSITY, BHOPAL

Tender Notice – 06/NLIU

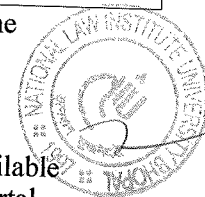
Online tenders are invited for following work(s) as per tender specifications. The Bid Seals will be received online on the portal <https://mptenders.gov.in> upto date & time as per key dates. The tender will be opened in the office of the undersigned as mentioned in tender time schedule (key dates): -

s. No	Tender Specification No. (e-Tendering)	Particulars	Tender Cost (Rs.)	EMD (Bid Security) (in Rs.)	Due date of opening of BID*
1	TN-06/NLIU	Tender for Construction of Road and carpeting of Road at NLIU Campus, Bhopal MPPWD SOR 2022 rate	10,000/-	2,00,000/-	11.01.2023

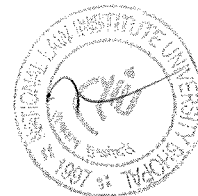
*For updated/extended due dates for submission and opening of tender, please refer to the online key dates.

NOTE: -

- (1) Other details can be seen in the complete tender documents which shall be made available on e-portal <http://mptenders.gov.in> or nliu.ac.in and can be downloaded from the portal.
- (2) Tender documents can be purchased only online from e-portal <https://mptenders.gov.in> by making online payment for prescribed non-refundable tender document cost using online Payment Gateway Services integrated in to the e-Procurement System. In case of applicability of Service & gateway charges, the same shall be borne by the bidder. Manual purchase of tender is not allowed.
- (2) The bid data should be filled in and the bid seals of all the envelopes and the documents which are to be uploaded by the bidders should be submitted online within time schedule (Key Dates).
- (3) The relevant portion of tender which tenderer have to fill online would be available on above website as per date mentioned in the tender document. The university reserves the right to reject any or all the tender or accept any tender in full or part as considered advantageous to the university, whether it is lowest or not, without assigning any reason whatsoever it may be.
- (4) Since the online bidders are required to sign their bids online using class III Digital Certificates only, hence they are advised to obtain the same at the earliest. For further information, bidders are requested to contact NLIU, Bhopal-462 044, Telephone.No.0755-696965,
- (5) bidders intending to participate in the Tender are required to get themselves trained on the e-Procurement System.
- (6) The bidders are required to invariably upload the documentary evidence of submission of **EMD/TENDER COST in Envelope -A** without which online offer i.e. **Envelope -B (TECHNICAL BID) & C (FINANCIAL BID)** shall not be opened.
- (7) No offer will be accepted without valid Earnest Money Deposit. If on opening of tender, it is revealed that EMD amount is inadequate/ any other discrepancy is noticed, the offer shall be rejected.



- (8) The corrigendum or addendum to the bidding documents, if any, as well as any change in due date(s) of opening of tender will be published on the website: <https://mptenders.gov.in> & also on university website <http://www.nliu.ac.in> and will be published in newspapers. Hence, participant bidders are advised to regularly visit the websites for latest information in this regard. The university shall not be responsible in any way for any ignorance of the bidders about the corrigendum or addendum or change in the due dates (s).
- (9) No physical submission of Bid is required. The date of opening of Technical Bid shall be the date of opening of tender for all the purpose.
- (10) A pre bid meeting (if specified in the bid document) will be held on the date mentioned in Section-II, ITB Clause 23.5 B "key dates" at conference hall, Convention Centre, Kerwa Dam Road, Bhopal. Any change in above date/time/venue shall be published on university website; <http://www.nliu.ac.in> and also on e-procurement portal of GoMP <https://mptenders.gov.in>.
- (11) The Tender document will be available on portal <https://mptenders.gov.in> on or before **19/12/2022 to 09/01/2023 at 5.0 pm**. The interested bidders are advised to regularly visit the portal for purpose.
- (12) If any of the above happen to be a holiday, the next working day will be due date.



ESTIMATED COST INCLUSIVE GST@18% - Rs. 1,15,,91,949/-

Online tenders shall be received on 10/01/2023 and the bid shall be opened on 11/01/2023. The financial bid of only those bidders would be opened who would find successful in the technical evaluation of technical bid as per criteria given below on date and time.

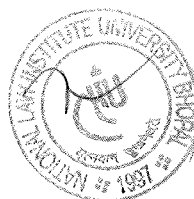
In the event of withdrawing offer by any of the tenderers within the validity period, the EMD of such tenderers shall be forfeited and they would be debarred from future tendering for works in the University.

The Contractors who fulfill the following requirements and as stipulated in the Technical Bid form shall be eligible to apply and should submit duly stamped and certified copies of relevant document in support of the same with the Technical Bid (failing which the tender shall be rejected). If any of the certificates is found forged/fabricated or false, the tenderer would stand disqualified and his EMD would be forfeited without prejudice to any legal action. If the contractor would fail to submit the required documents as stated above the tender of the contractor shall be rejected without any discussion further in the matter.

1. Should have satisfactorily completed similar nature of work in last 05 years under single work order at least one of them should be in Central / State Government, Central / State Autonomous Bodies / Undertakings one work costing not less than Rs 80 Lakh or two works costing not less than Rs. 50 Lakh and three works costing not less than Rs. 40 Lakh each.
2. Should have average annual financial turnover of Rs. 5.0 crores of Road Work during the last five years ending 31.03.2021.
3. Agency should have registration in Central Govt. or State Govt. (Under new centralized systems) in appropriate class.
4. The agencies should have PAN No.
5. The I.T.C.C for the immediate last 05 financial years shall be furnished or the copies of I.T returns filed for the immediate last 05 financial years shall be submitted.
6. The agencies should have PF Registration and GST Registration.
7. The agency should have Centralized registration CPWD/MPPWD/MPLUN/NAGARNIGAM

Note: Non Association / Relation: Should a contractor or a tenderer have a relative employed in NLIU (or in any way connected with the agency involved in the execution of this work) or in case of partnership firm or company incorporated under the Indian Companies Act, 2013, should a partner or relative of the partner or a shareholder be employed in a responsible capacity in NLIU (or in any way connected with the agency involved in the execution of this work), the authority inviting the tender should be informed of the fact at the time of submission of tender, failing which the tender may be rejected. If such fact is suppressed at the time of tendering and come to light at any time after acceptance of tender, the contract may be rescinded.

The NLIU reserve the right to reject any or all tenders or split the work in between more than one party without assigning reasons whatsoever.



I. NOTICE INVITING TENDER

The Registrar on behalf of NATIONAL LAW INSTITUTE UNIVERSITY invites

1.1a) Online tenders for the Road work of NLIU campus at Bhopal.

- b) Online tenders are required to be submitted on due date and time as mentioned in the tender notice.
- c) The tenders are to be submitted in due date and time and shall be submitted on or before **10/01/2023**. The tender received after due date and time will not be considered.
- d) Tenders will be opened on **11/01/2023**.

1.2 Tenders not properly filled, mutilated, with incorrect calculations or generally not complying with the conditions will be rejected.

1.3 Tenderers should quote their rates both in figures and in words. The schedule of quantities must be fully priced and the total of each page along with carried over figures of the previous page shall be given in ink and signed by the tenderers. No blank space shall be left.

1.4 Online tenders will be received on or before **10/01/2023**.

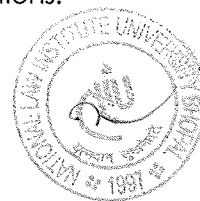
1.5 If the tender is made by or on behalf of a company incorporated under the Companies Act (of 1956), it shall be signed by their Managing Director or one of the Directors duly authorized on that behalf by the Company. If it is made by a partnership firm, it shall be signed with the co-partnership name by a member of the firm who shall sign his own name and give the name and address of each partner of the firm and attach a copy of Power of Attorney with the Tender authorizing him to sign on behalf of the other partners. A certified copy of the registered partnership deed shall also be submitted along with the tender.

1.6 ACCEPTANCE PERIOD

The tender shall remain valid for acceptance for a period of 90 days from the date of opening of tender which period is extendable by tenderer. If desired by the University.

1.7 SITE INSPECTION

Every tenderer is expected to inspect the site of the proposed work before quoting his rates. He must also go through all the drawings and documents. It will be construed that the contractor has inspected the site and satisfied himself, at his own cost, and the quoted rates shall hold good and will be binding in all conditions.



1.8 SCHEDULE OF QUANTITIES

A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that the Employer do not accept any responsibility for the correctness or completeness of the schedule, in respect of items and quantities and this schedule is liable to alterations by omissions, deductions or additions at the discretion of the Employer without affecting the terms of the contract. The Employer reserves the right to completely delete any item from the scope of the work without affecting the terms of the contract for which tenderer would not be entitled for any compensation at any stage of the work.

1.9 CONTRACTORS' RATES

The contractors' rates must include the cost of transportation of material to the site, all taxes such as Sales Tax, Excise and Octroi and royalties etc. and the fixing and placing in position for which the items of work is intended to be operated.

The Employer will be under no obligation to provide **Form 31** or **Form 'C'** to the Contractor.

1.10 INTERPRETATION

In interpreting the specifications, the following order of decreasing importance shall be followed:

- (a) Schedule of quantities
- (b) General, Particular & Special Specifications

The relevant Indian Standard Codes shall cover matters not covered by the specifications given in the contract as a whole. If such codes for a particular subject have not been framed, the decision of the Employer/Architect shall be final and binding.

1.11 No conditional tender shall be accepted.

1.12 ALTERATIONS IN N.I.T.

The tenderer in the Notice Inviting Tenders shall make no alterations. Instructions to the contractors, Contract Form, Conditions of the Contract and Specifications, and if any such alterations are made or any special condition attached, the tender is liable to be rejected.



1.13 ACCEPTANCE OF TENDER

The acceptance of the tender will rest with the Employer, who does not bind himself to accept the lower tender and reserves to himself the authority to reject any or all of the tenders received and split the work conveying more than one tender, without assigning any reasons.

The Employer reserves the right of accepting the whole or any part of the tenders received and the tenderers shall be bound to perform the same at their quoted rates.

The tenders received would be scrutinized and approved within a period of one month and the successful contractor would be intimated immediately to enable him to execute all the required documents. The execution of all the documents would be required to be completed maximum within a period of one week from the date to the tender conveying acceptance of the tender.

1.14 SITE SUPERVISION

The work shall be carried out under the direction and supervision of the Employer at site. On accepting the tender, the contractor shall intimate the name of his accredited representative who would be supervising the construction and would be responsible for taking instructions for carrying out the work on day to day basis.

The Employer at site shall have access to the workshops of the successful tenderers so as to ensure themselves of the quality of material and workmanship.

1.15 QUALITY

The Employer decision with regard to the quality of the material and workmanship will be final and binding, any material rejected by the Employer shall be immediately removed by the contractor from the site.

1.16 COMMENCEMENT OF WORK/PERIOD OF COMPLETION

The Contractor shall commence work on site within 7 days from the date of issue of the work order. This date shall be considered as the date of Commencement of the said work.

Time is the essence of the contract. All works as per this tender will be completed within **45 days** from the date of commencement in a manner as decided by the Employer. Completion period includes Monsoon period as well as festival period. Time Schedule of construction would be immediately submitted by the tenderer, which will be strictly observed by them.

1.17 INCOME TAX

Every tenderer shall furnish along with the tender the latest Income Tax Clearance Certificate valid on date without which his tender will be rejected. Employer will deduct amount towards Tax Deduction at sources (TDS) as per the latest Income Tax Act and Rules, from all payments made to the Contractor.

1.18 DEFECTS LIABILITY PERIOD

Any defects developed within 'Defect Liability Period' of **3 years** from the actual date of completion, will have to be rectified by the contractor. In case of failure to do so, the Employer shall get the rectification work done by other agency at the risk and cost of the contractor. The Contractor immediately on receipt of written notice shall take the rectification of such defects from the Employer and such defects may extend "liability period".

1.19 PART OCCUPATION

If Employers want to occupy areas in part, the contractor shall have to complete the work of the areas in conjunction with the Employer and hand over the same to the Employer without affecting any of the Clauses of the contract agreement.

1.20 CONTRACT SIGNING

After acceptance of the tender, the tenderer shall sign the necessary contract papers within 10 days of the intimation, expenses for the agreement including cost of stamp papers etc. shall be borne by the contractor. In case of delay the 'Earnest Money' shall be forfeited and the tender cancelled or the contract enforced as per terms of the tender and the tenderer shall thus be bound even though the formal agreement has not been executed and signed by the tenderer.

1.21 EMD

- (a) EMD of **Rs.2,00, 000/- (Rupees Two Lakh Only)** to be submitted at the time of submission of Tender. The tender received without EMD shall be rejected.
- (b) Retention Money: Retention money @ 7.5% shall be deducted from each running account payment. This retention money hold in cash by the employer from each running bill of the contractor and the E.M.D would be refunded by the employer

against the Bank Guarantee of equal amount of both from a nationalized bank valid for entire defect liability period of 03 years, after completion of work.

(c) Retention Money/EMD amount shall not bear any interest.

1.22 REFUND OF DEPOSIT

- (a) Retention money shall be refunded after the defects liability period of 3 years from the actual date of completion. However, contractor can submit the Bank Guarantee of equal amount of retention money issued from any nationalize Bank in favour of NLIU, Bhopal till the end of defect liability period and the retention money hold in cash can be refunded to the contractor.

Any money payable by the contractor under the terms of the contract may be deducted from the above deposits.

1.23 SUPPLY OF MATERIALS

Employer does not bind himself to supply any materials whatsoever required for the work. The quality/make of material to be purchased by the contractor shall have the approval of the Employer before incorporation within the works. For the purpose of compensation, actually recorded quantities shall be taken into consideration.

Rejected material shall be removed at once from the site of work at contractors cost.

1.24 INSURANCE:

The successful contractor shall take out Contractor's All Risk (CAR) insurance policy, in the name of the contractor beneficiary -----, and the original policy shall be deposited with the Employer. The policy shall cover Clauses as under.

- (i) The contractor shall at all times indemnify and keep indemnified the Employer and its officers, servants, agents and any other guest or person moving in the Campus Area premises from and against all third party claims whatsoever (including but not limited to property loss and damage, personal accident, injury or death of/to property or person of any Sub-contractor and/or the servants or agents of the contractor, any Sub-contractor(s) and/or the Employer) and the contractor shall at his own cost and initiative at all times up to the successful conclusion of the defect liability period specified in Clause 1.16 hereof take out and maintain all insurable liabilities under this Clause, including but not limited to third party insurance and liabilities under this clause, including but not limited to third party insurance and liabilities under the Motor Vehicles Act, Workmen's Compensation Act, Fatal Accidents Act, Personal Injuries Insurance Act, Emergency Risk Insurance Act and/or other Industrial Legislation from time to time in force in India with insurance company(ies) approved by the Employer, and such policy(ies) shall be of not lesser limit than the limits hereunder specified with reference to the matters hereunder specified, namely.

- (a) Workmen's Compensation Insurance - to the limit to which compensation may be payable under the laws of the Republic of India.
- (b) Third Party Insurance - body injury and property damage to the limit of not less than **Rs.1, 00,000/- (Rupees One Lac)** only) in each accident at each job site and to a limit of not less than **Rs.5, 00,000/- (Rupees Five Lacs)** only) for all accidents at all job sites.

Provided that the limits specified above shall operate only as a specification of minimum limits for insurance purposes, but shall not in any way limit the contractor's liability in terms of this Clause to the limit(s) specified.

- (ii) Should the Contractor fail to take out and/or keep afoot insurance as provided for in the foregoing Sub-Clause, the Employer shall be entitled (but without obligation to do so) to take out and/or keep afoot such insurance at the cost and expense of the Contractor, and without prejudice to any other rights or remedies of the Employer in this behalf, to deduct the sum(s) incurred, from the dues of the Contractor.
- (iii) Period of Policies: All insurance covers mentioned above shall be kept alive during the completion period of contract and defects liability period.

1.25 PAYMENTS

Only one bill shall be prepared and produced by the contractor every 15 days, based on the measurement by the contractor, which would be verified by the Employer/Engineer, contractor shall submit 3 copies of the bill and 3 copies of the measurement sheets.

1.26 LIQUIDATED DAMAGES

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 the essence of the contract on the part of the contract and shall be reckoned from seventh day after the date on which the order to commence the work issue to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the contractors shall pay as compensation calculated at the rates stipulated below or such smaller amount as the Employer whose decision in writing shall be final may decide on the amount of tendered value of the work for every complete day/week (as applicable) that the work remains uncompleted or unfinished after the proper dates.

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

- i) Completion period (as originally stipulated) not exceeding one week@ 1% per day.
- ii) Completion period (as originally stipulate) exceeding one week@ 1% per week.
- iii) The max. Limit of L.D. shall be 10% of the contract value.

1.27 WATER AND ELECTRICITY

The Contractor at his own expense shall arrange water and Electricity. If arranged by the Employer the same shall be supplied at one point only, and contractor shall make his own arrangements for distribution lines required for the work. Recovery for the same shall be made at 1% (½% for water and ½% for electricity) of the bills. In case of failure of power, the contractor shall have alternate arrangement (DG Set etc.) to keep the work in progress at his own cost and Employer will not take any responsibility for the same.

1.28 ESCALATION

No escalation on labour, material or any other statutory levy/tax will be paid to the contractor during the duration of the project. No alteration in this clause will be acceptable.

1.29 QUALITY OF CONSTRUCTION & BRAND OF MATERIAL

The Employer would be free to get the quality of material/ construction inspected by his own expert(s) from time to time and adverse report, if any, will be placed before the expert committee appointed by the Employer. In case the samples of the material are proved sub-standard as per specifications, the penalty whatsoever is proposed to be imposed by the expert committee should be acceptable to the contractor.

The Contractor will use all 'Brand/Quality' material and the Contractor in his tender will specify it.

In case specified Branded material is not available in market temporarily any time during the construction, alternatively equally good quality of branded material proposed as per relevant to be BIS Code to be used will be got approved by the Employer before the same is used.

1.30 **RECEIPT OF TENDERS**

Tenders along with all the copies, etc. in sealed envelope will be received as stated on the cover of this Volume.

1.31 **E.S.I. (EMPLOYEES STATE INSURANCE) & PROVIDENT FUND**

ESI charges & Provident fund charges, if applicable, shall be borne by the Contractor.

1.32 **WORK TAX**

Payment of works contract tax to the relevant Authority shall be the responsibility of the Contractor. If the Contractor fails, the amount at the approved rate will be deducted by the Employer from the payments to be made to the Contractor from time to time and will be duly deposited by the Employer with the concerned department.

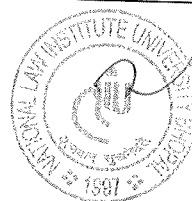
1.33 **GST**

The amount of GST shall be reimbursed to the Contractor by the Client as per Government norms and it would be assumed that as per instructions given in the tender the contractors must have quoted their rates exclusive of GST.

1.34 **SUPPLIER / LABOUR PAYMENT**

The Contractor shall pay to its Suppliers/ Labourers within reasonable time fixed with them. The Employer shall not be responsible during the period of Contract or after completion of Project for Contractors liabilities towards Suppliers/Labourers. In case, if Contractor fails to pay to the Suppliers/Labourers, the Employer reserve the right to pay the same said amount to the Suppliers/Labourers after due verification and recover the same from the amount due/payable to the Contractor.

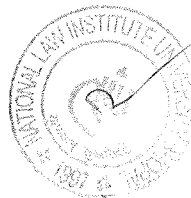
ISSUED BY _____



APPENDIX

SUMMARY OF VARIOUS CLAUSES

- | | | |
|----|---|---|
| 1. | Defects Liability period (1.18): | 3 years |
| 2. | Period of final measurements and Valuation: | as per condition of contract |
| 3. | Date of commencement (1.16): | 7 days from the date of issue of work order. |
| 4. | Period of completion (1.16): | 45 days |
| 5. | Liquidated damages: | Clause 1.26 |
| 6. | Running Bill Payments (1.25): | as per payment clause 1.25 of the contract, on production of bill by contractor, verified by Employer/Engineer. |
| 7. | Earnest Money Deposit (1.21a): | Rs. 2,00, 000/- (Rupees Two Lakh Only). |
| 8. | Retention Money (1.21b):
Bill. | 7.5% of the certified gross value from each R.A |



II. TENDER FORM:

Dear Sirs,

SUB: _____

With reference to the tender invited by you for the above proposed work, I/we write this after having:

- a) Examined the designs, drawings, details, specifications, schedule of quantities, instructions to tenderers, draft agreement and the conditions of contract annexed thereto (here-in-after called the Contract Documents) relating to construction.
- b) Visited and examined the site of the proposed work and,
- c) Acquired the requisite information as affection the tender.

I/We undersigned, hereby offer to construct the proposed work in strict accordance with the contract documents for the consideration to be calculated in terms of the priced schedule of quantities.

I/We undertake to complete the whole of the works as per the attached schedule from the date of issue of intimation by you that our tender has been accepted and upon receiving possession of the site. I/We further undertake that on failure subject to the conditions of the contract relating to extension of time, I/We shall pay the agreed 'Liquidated Damages' to the Employer the sum named in the Appendix to the conditions of contract, as 'Liquidated Damages' for the period during which the work shall remain incomplete.

I/We hereby deposit with you as 'Earnest Money' of **Rs.2,00, 000/- (Rupees Two Lakh Only)** carrying no interest and I/We do hereby agree that this sum shall be forfeited in the event of the Employer accepting my/our tender and I/We fail to take up the contract when called upon to do so.

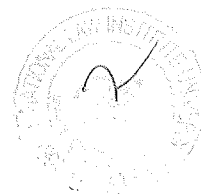
I/We further agree to the deduction of 5% from the 'Interim Payment' towards the 'Retention Money' which will be returned as per the relevant Clauses in the agreement.

Yours faithfully,

Name of the partners of the firm

OR

Name of the persons having Power-of-Attorney to sign the contract.



III. DRAFT AGREEMENT:

ARTICLES OF AGREEMENT

Made the _____ day of _____ 2022
Between _____

(Hereinafter called 'The Employer') on the one part and

M/s _____

(Hereinafter called 'the Contractor' on the other part

WHEREAS the Employer is desirous of proposed work of supply and installation of auditorium chairs in the conference hall in its campus at Kerwa dam Road, Bhopal
(Hereinafter called 'the Work').

And has caused and Schedule of Quantities showing and describing the works to be done to be prepared by or under the direction of the Employer.

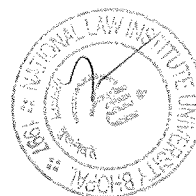
AND WHEREAS the Contractor has supplied the Employer with a fully priced copy of the said Schedule of Quantities (which copy is hereinafter referred to as 'The Contract Bills') and the contract bills have been signed by or on of the Parties hereto:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them under section 'Definitions in the General Conditions of Tender Document issued by the Employer and accepted by the Contractor while submitting his bid dated _____.

2.a) The following documents included in the tender bid shall be deemed to form and be read and construed as part of this Agreement along with amendments negotiated and confirmed in various subsequent letters exchanged as mentioned herein after:

- i) Notice Inviting Tender
- ii) Tender Form
- iii) Contract agreement and General Conditions of Contract
- iv) Special Conditions
- v) Specifications
- vi) Schedule of Quantities and Rates



b) The following documents shall also be deemed to form and to be read and construed as part of this Agreement and shall be complimentary to one another.

- i) Letter No. _____ Dated _____ inviting tenders.
- ii) Letter No. _____ Dated _____ of Contractor submitting the tender bid.
- iii) _____
- iv) Work Order No. _____ Dated _____.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. For the consideration hereinafter mentioned, the contractor will upon and subject to the conditions annexed carry out and complete the work shown upon the contract and described by or referred to in the Contract's Bills and in the said conditions.
2. The Employer will pay the contractor the sum of Rs. _____ (Rupees _____) (hereinafter referred to as the contract sum) or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. The terms "The Employer" the said conditions shall mean the said NATIONAL LAW INSTITUTE UNIVERSITY, Kerwa Dam Road, Bhopal -462044 or in the event of its dissolution or ceasing to be the Employer for the purpose of this contract, such other person as the Employer shall nominate for that purpose provided always under this contract shall be entitled to disregard or overrule any certificate or opinion or decision or approval or instruction duly given or expressed for the time being and approved by the Employer.
4. The said conditions and appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the conditions and perform the agreements on their parts respectively in such conditions contained.

As witness our hands this _____ day of _____ 2022

Signed by the said
in the presence of

Employer

Witness:

Name :

Address :

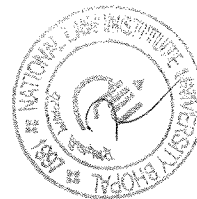
Signed by the said
in the presence of

Contractor

Witness

Name :

Address :



IV. DEFINITIONS AND INTERPRETATIONS

1.0 DEFINITIONS

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) Employer means **NATIONAL LAW INSTITUTE UNIVERSITY**, or his/her Authorised Representative.
- b) Contractor shall mean the successful tenderer to whom the contract has been awarded.
- c) Contract, shall mean and include the following:
 - i) Notice Inviting Tender
 - ii) Tender Form
 - iii) General Conditions of Contract
 - iv) Specifications
 - v) Schedule of Quantities
- d) Site, shall mean the actual place of work in, over or under which work is to be done, allotted by the Employer for materials or labour or both.
- e) Work, of the contractor shall mean and include materials or labour or both.
- f) Contract Price, shall mean the sums referred to in the formal agreement, if any or the work order.

2.0 ASSIGNMENT AND SUB-LETTING

2.1 Assignment

The contractor shall not assign the contract or any part thereof or any benefit or therein or there under.

2.2 Sub-letting

The Contractor shall not sub-let the whole of the contract. The contractor shall not sub-let any part of the works, if given, shall not relieve the contractor from any liability or obligation under the contract and the contractor from any shall responsible for the acts, defaults and neglects of the sub-contractor, his agents, employees or workmen as fully as if they were the acts defaults or neglects of the contractor or his agents, servants, or workmen.



3.0 **DRAWINGS**

3.1 **ISSUE OF DRAWINGS**

Drawings approved for construction will be issued to the contractor progressively during the contract period and the contractor shall arrange for the execution of the works and the procurement of materials accordingly. The contractor shall give adequate notice in writing to the Employer or his Representative of any further drawings or specification that may be required for the execution of the works or otherwise under the contract.

3.2 **COPIES OF DRAWINGS TO BE KEPT AT SITE**

One copy of the drawings furnished to the contractor as aforesaid shall be kept at the site and the same shall at all reasonable times be available for inspection and use by the Employer in writing. The contractor may request for additional copies on payment of Rs.50/- per drawing.

3.3 **ISSUE OF FURTHER DRAWINGS AND INSTRUCTIONS**

Employer shall have full power and authority to supply to the contractor from time to time through his representative, during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.

3.4 **OWNERSHIP OF DRAWINGS**

All drawings supplied to the contractor are deemed to be the property of the Employer. The contractor agrees both on behalf of himself and his employees, whether during or after completion of the contract not to divulge or use, except for the purpose of this contract, any information contained in the drawings.

3.5 **EXECUTION AS PER DRAWINGS**

The contractor must not vary or deviate from the drawings in any respect while executing the work or executing any extra works of any kind whatsoever unless advised by the Employer.

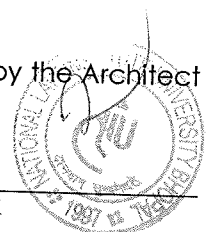
3.6 **PLANS AND DRAWINGS TO BE SUBMITTED BY THE CONTRACTOR**

The contractor shall submit the following information in triplicate to Employer for approval within the time stipulated against each item below:

- a) A general tentative layout plan of construction plant and equipment for the execution of work within time period stipulated in schedule.
- b) Drawings or prints showing the location of major plants and other facilities which he proposes to put up at the site, including any changes in the general layout, at least 7 days prior to the commencement of the respective work.
- c) Layout and details of temporary works that the contractor wants to carry out to fulfil his obligation under the contract.

Within 7 days the Employer will give their approval/comments sufficient to proceed with the work or objections/instructions to the contractor based on which the drawings shall be revised and re-submitted for approval by the Employer.

All these plans and drawings submitted by the contractor and approved by the Architect shall become part of the contract.



4.0 **GENERAL OBLIGATIONS**

4.1 **INSPECTION OF SITE ETC. BEFORE SUBMISSION OF TENDER**

The contractor shall inspect and examine the site and its surroundings, and shall satisfy himself before submitting his tender, as to the nature of the ground, form and nature of the site, the quantities and nature of work and materials required for the completion of the works, the means of access to the site, the local labour conditions, the accommodation he may require and in general shall obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. Contractor would make all arrangement for access to site for transportation of building material up to required place. University will not take any responsibility in this regard.

4.2 **SUFFICIENCY OF TENDER**

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced Schedule of quantities and the Schedule of rates and prices, if any. The tender rates and prices shall cover all his obligations under the contract and all matters and things necessary, or the proper completion and maintenance of the works.

4.3 **CLARIFICATION BEFORE SUBMITTING TENDERS**

Should the contractor notice any discrepancy or error in the statement made, or quantities or units shown against items, he shall immediately bring to the notice of the authorities and obtain the clarification before submitting the tender. The tender shall be based on such clarifications received and shall be recorded as such in the covering letter to the tender, failing which the Employer shall have the right to ask the contractor to execute the work according to the statement made or quantities or units shown in the tender, without any compensation.

4.4 **RATES QUOTED FOR FINISHED WORK**

The rates quoted in the tender by the contractor must be for the finished work as per the drawings and specifications.

4.5 **LOCATION OF WORK**

Unless specifically mentioned in the item, the work described therein may be at any location or elevation.

4.6 The tender shall remain open for acceptance for a period of 90 days from the date of opening of the tender.

4.7 **COMMENCEMENT OF WORK**

The contractor shall commence the work at site, immediately as being advised by the Employer of the acceptance of the tender and shall proceed with the same with due expedition. It is again mentioned that time is the essence of contract, which has to be adhered to strictly.

4.8 **PROGRAMME OF WORK**

Soon after the award of contract, the Contractor shall submit to the Employer for his approval a programme to match with the planned completion of the whole job showing the order of procedure and method in which he proposes to carry out the works and shall whenever required by the Employer representative furnish further detailed programme and particulars in writing of the contractor's arrangements for carrying out the works and of the construction plant and temporary works which the contractor intends to supply, use or construct as the case may be. The submission to and approval, if any, by the Employer

or his Representative of such programs or particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

4.10 **REMOVAL OF WORKMEN**

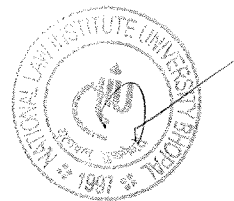
The Employer shall be at liberty to and require the contractor to remove forthwith from the work any person employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the Employer misconduct himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Employer to be undesirable and such person shall not be again employed upon the work without the written permission of the Architect. The contractor shall replace any person so removed from the works without delay by a competent substitute approved by the Employer. Misconduct of Employee of the contractor /poor workmanship shall be a valid reason for suspension of the contract by **NATIONAL LAW INSTITUTE UNIVERSITY** and in that case, no compensation of whatsoever nature shall be paid to the contractor.

4.11 **COMMUNICATIONS TO BE IN WRITING**

All references, communications, correspondences made by the Employer and their representative or the contractor concerning the works shall be in writing and no reference, communication, or complaint which is not in writing, shall be recognized.

4.12 **OCCUPATION AND USE OF LAND**

The contractor shall occupy no land, building belonging to or in the possession of the Employer. The contractor shall not use, or allow to be used, the site for any purpose other than that for executing the works.



4.13 **CONSTRUCTION OF SITE SHED**

Any site shed proposed to be temporarily constructed by the contractor for his office work, storage of materials etc. shall conform to the standard sketch, or to the plan approved by the Employer. Permission for the construction of such shed shall be obtained in writing.

4.14 **MATERIALS, TOOLS AND PLANT**

The contractor shall supply all materials required for the execution of the works other than those mentioned in the Notice Inviting Tender. Materials so supplied shall have the approval of the Employer before using on the works. All the rejected materials shall be removed at once from the site of work at the contractors' own cost. The contractor shall supply all tools, tackles, and equipment like compressors, concrete mixers, vibrators, pumps, welding or pneumatic tools, tar boilers etc. required for the execution of the works.

4.15 **TOLLAGES ETC.**

The contractor shall pay all tollages and other royalties, rent and other payments or compensations, if any, of for getting stone, gravel, sand, clay and all other materials required for the works. Contractors would settle all such payments with the local authorities. In case any demand is raised for such non-payment by any of the state authorities it would be recovered from their dues and paid to the authorities concerned.

4.16 **SETTING OUT**

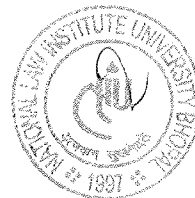
The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions, and alignment of all parts of the works and for the provision of all necessary instruments, appliances, and labour in connection there with. If any time during the progress of the works any error shall appear or arise in the position, level, dimensions or alignment of any part of the works, the contractor on being required so to do by the Employer shall at his own cost rectify such error to the satisfaction of the Employer. The checking of any setting out or of any line or level by the Architect or his representative shall not in any way relieve the contractor of his responsibility for the correctness thereof. The contractor shall provide all necessary instruments, appliances, and labour required by the Architect or his representative for checking, if any, of the setting out. The contractor shall carefully protect and preserve all benchmarks, site levels, pegs and other things used in setting out the works. The rates quoted for the work shall also include the cost of all reference and level pillars and their dismantling when no longer required.

4.17 **DAMAGE TO PERSONS AND PROPERTY**

The contractor shall indemnify and keep indemnified the Employer against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands, proceedings, damages, costs, charges, expenses, whatsoever in respect thereof in relation thereto.

4.18 **CO-OPERATION WITH OTHER AGENCIES**

The contractor shall co-operate with the work of other agencies or contractors that may be employed or engaged by the Employer and as far as it relates to the contractors' work. The sequence of work shall be so arranged that the work of other agencies is also in progress simultaneously.



4.22 WORK IN OR AROUND OPERATING PLANT OR OFFICES ETC.

Where the work is being carried out in or around an operating plant where the plant must run uninterrupted, the contractor shall work only at specified places and times as mutually arranged between the contractor and the Employer, similar arrangement must be made while executing works inside the offices, buildings etc. without causing disturbance to the office work. For this the work may be required to be done during off-hours and Sundays. No extra will be allowed beyond the rates quoted for doing work in the manner described above.

4.23 WORK IN SHIFTS AND OFF-DAYS

The contractor shall work in one or more shifts as also on Sundays and off days to complete the work in time, if so, required by the Employer for which the Employer shall not be liable to pay any extra.

4.24 SITE ORDER BOOK

A site orders book must be maintained and always be available at site to record the instructions by the Employer or their representative. The contractor must see that the instructions noted therein are properly carried out and compliance verified by the Employer or their representative.

4.27 SAFE STORAGE OF MATERIALS

The contractor shall be responsible for the safe storage of materials supplied by the Employer for execution of the works. Surplus materials or materials lost or damaged or unaccounted for or made unserviceable by the contractor shall be charged at the prevailing market price.

4.28 TRANSPORT OF MATERIALS

Unless otherwise specified, all the materials supplied by the Employer shall be transported by the contractor from the employers' store/yard, to the site of work at no extra cost.

4.29 SITE TO BE KEPT CLEAR

The surplus spoil and dismantled debris shall be removed to a place as directed by the Employer and stacked, leveled and dressed as directed.

4.30 CONFLICT IN MEANING BETWEEN SCHEDULE OF RATES AND SPECIFICATIONS

In case of any inconsistency between the General conditions of contract and the special conditions, the special conditions of contract shall have precedence over the General Conditions.

5.0 LABOUR AND LABOUR RULES

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

Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

(A) No labourer below the age of fifteen years shall be employed on the work.



(B) PAYMENT OF WAGES

- a) The contractor shall pay to labour employed by him either directly or through sub-contractors wages not less than fair wages as defined on the C.P.W.D. Contract Labour Regulations or as per the provisions of the contract Labour (Regulation and Abolition) Act 1970 and the Contract (Regulation and Abolition) Central Rules 1971, wherever applicable.
- b) The contractor shall notwithstanding the provisions of any contract to the contrary, causes to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractor in connection with the said work as if the labour has directly employed by him.
- c) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this agreement the contractors' shall comply with or cause to be complied with the C.P.W.D Contractor' Labour regulation made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract labour (Regulation and Abolition) Act 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971, wherever applicable.
- d) The Employer concerned shall have the right to deduct from the moneys due to the contractor any sum required 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 worker, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non observance of the Regulation.
- e) The Contractor shall comply with provisions of the payment of Wages Act 1936, Minimum Wages Act, 1948 Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961 and the Contract labour (Regulation and Abolition) Act 1970 or the modifications thereof or any other laws relating there of and the rules made there under from time to time.
- f) The Contractor shall indemnify University against payments to be made under and for the observance of the Laws aforesaid and Central Public work Department contractor's labour regulations without prejudice to his right to claim indemnity from his sub-contractors.
- g) 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.
- h) Whatever is the minimum wage for the time being or if the wage payable is higher than such wage, shall be paid by the Contractor to the workmen directly without the intervention of Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

The Contractor shall ensure that no amount by way of commission or otherwise is deducted/ recovered by the Jamadar from the workmen.

- (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 safety Code framed from 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

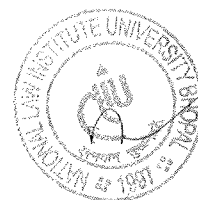
penalty Rs.50 for each default and in addition the Employer shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

(D) The Contractor shall submit, by the 4th and 19th of every month, to the Employer a true statement showing, in respect of the second half of the preceding month and the first half to the current month respectively.

- [1] The number of labourers employed by him on the work.
- [2] Their working hours.
- [3] The wages paid to them.
- [4] The accident 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 F and the amount paid to them.

Failing which the contractor shall be liable to University a sum not exceeding Rs.50 for each default or materially incorrect statement. The decision of the Employer shall be final in deducting from any bill due to the contact amount levied as fine.

(E) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules framed by the University from time to time for the protection of health and sanitary arrangement for workers employed by the NATIONAL LAW INSTITUTE UNIVERSITY and its contractors.



(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 the of miscarriage – up to 3 weeks from the date of miscarriage.

2. PAY

- i) In the case of delivery leave pay during maternity leave will be at the rate of the women's average daily earning, 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 Rupees on a day whichever is greater.
- ii) In the case of miscarriage-leave oat at the rate of average daily earning calculated on the total wage earned on the days when full time work done during a period of 3 months immediately preceding the date of such miscarriage.

3. CONDITIONS FOR THE GRANT OF MATERNITY LEAVE

No maternity leave benefit shall be admissible to a work unless she has been employed for a total period of not less than 6 months immediately preceding the date on which she proceeds on leave.

- 4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed from as shown below and the same shall be kept at the place of work.



**MINISTRY OF LABOUR
NOTIFICATION**

**CENTRAL PUBLIC WORKS DEPARTMENT
Fair wage Schedule of Rate prescribed vide clause 19b**

"SCHEDULE"

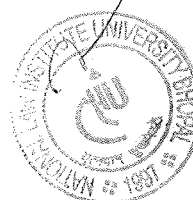
These labour wages have been revised by Govt. of India The Contractors are required to refer latest revised minimum wages schedule before quoting their rates.

Category of work day	All Inclusive minimum Rates of wages per
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Area D

Area A Area B-1 Area B-2 Area C

(1)	(2)	(3)	(4)	(5)	(6)
1. Bajri Spreader. 2 Beldar. 3. Beater Women. 4. Bellow man. 5. Boatman. 6. Barryman. 7. Bucket man. 8. Carrier (stone). 9. Carrier (water). 10. Cart man. 11. Caretaker (bridge). 12. Chain man. 13. Cleaner (crane) truck (cinder for ash pit). 14. Chowkidar. 15. Concrete hand mixer. 16. Condenser attendant. 17. Coalman, 18. Daffadar, 19. Driver (bullock) Camel Donkey (Mule) 20. Flagman, 21. Flagman (ballast train). 22. Gateman. 23. Gangman, 24. Gangman (permanent way) 25. Grass Cutter, 26. Handle man. 27. Jamadar, 28. Jumper man. 29. Kamin. 30. Khalasi. 31. Khalasi I/II Bridge, Electrical Marine, Moplan, Shore, Store steam road roller, Survey. 32. Labour (garden). 33. Lampman. 34. Mali, 35. Majdoor (lorry/train). 36. Muchher, 37. Petrol man. 38. Peon, 39. Searcher 40. Signalman, 41. Hunter, 42. Slinger, 43. Striker, 44. Striker (Moplahgang), 45. Sweeper, 46. Tatti boy, 47. Tile turner, 48. Trolly man 49. Valve man, 50. Valve Controller. 51. Watch man 52. Water man, 53. White Washer, 54. Wooden man, Wooden woman. 55. Any other Categories by whatever name called which are of an unskilled nature					



SEMI SKILLED OR UNSKILLED SUPERVISOR

7.50 7.00 6.25 5.75 5.25

1. Assistant wire man. 2. Bearer. 3. Belchawala. 4. Bhisti. 5. Bhisti (With mushak), 6. Boat man (head) 7. Brakes man, 8. Breaker, 9. Breakers (rock rock-stone stone metal stone), 10. Caneweaver, 11. Chain man, 12. Charpoy stringer, 13. Checker, 14. Chowkidar (head). 15. Cook, 16. Cracker, 17. Crowbar man. 18. Daftary. 19. Dandee, 20. Doolymany, 21. Driller, 22. Driller (hole rock) 23. Driver (skill), 24. Excavator, 25. Farash, 26. Ferroman, 27. Fireman. 28. Fireman (brick kiln, steam road roller). 29. Fitter, (assistant semi skille), 30. Gate, keeper. 31. Gharami (thatch) 32. Glassman. 33. Greaser cum fireman. 35. Grinder. 36. Hacksaw man 37. Hammer man. 38. Helper to bar binder. 39. Helper to welder. 40. Helper (Loco crane or truck), 41. Helper (artisan), 42. Helper (structural) 45. Kasab. 46. Keymen. 47. Khalsi (head Survey). 48. Laboratory boy. 49. Labourer (rock-cutting). 50. Lascar. 51. Manjee, (boat man) 52. Masalchi. 53. Mali (head) 54. Mate, 55. (Blacksmith) road, carpenter, engineer driver and or feeder, fitter gang, Khalasi, mazdoor, mason permanent way pump driver turner) 56. Mate store 57. Mazdoor (heavy weight, Charge-men, mistry, head), 58. Muccadam, 59. Night guard. 60. Oil man, 61. P.M. Mate, 62. Quarry operator. 66. Runner (post-dak), 67. Storeman. 68. Stocker. 69. Stocker and boiler man. 70. Seacummy, 71. Thatcher, 72. Thoombaman (spade worker). 73. Tindal. 74. Trolly man (head motor), 75. Topaz 76. Topkar (big stone breaker), 77. Trolly Jamadar. 78. Winchman, 79. Any other categories by whatever name called which are of a semi skilled nature.

SKILLED

9.50 8.75 7.75 7.25 6.50

1. Assistant mistry, 2. Armature Winder grad II and III. 3. Barbinder, 4. Bhandari, 5. Blacksmith (selection grade. Grade II, III, class II & III head) 7. Boiler man, 8. Boiler man (Grade II & III), 9. Boiler foreman Grade II, 10. Borer, 11. Boreman, 12. Brick layer, 13. Bricklayer (selection Grade, Class II), 14. Blasterer, 15. Carpenter, 16. Carpenter (selection Grade II & III, class I & III, 17. Cabinet maker, 18. Caneman, 19. Caltak Cutter maker, 20. Chargeman class II, and class III, 21. Carpenter (ordinary), 22. Checker (junior), 23. Chickmaker, 24. Chickman, 25. Chipper, 26. Chipper cum grinder, 27. Concrete to mixture mixer, 28. Concrete mixer operator, 29. Cobbler, 30. Cook (head), 31. Core maker, 32. Driver, 33. Driver (Motor vehicle, Motor vehicle selection grade motor lorry, motor lorry grade II, lorry grade II, diesel/engine diesel engine grade II, mixer mechanical/road I.C. and cement mixer etc. road roller), 34. Driver (road roller grade II), 35. Driver (engine static stone crusher, tractor or bull dozer steam road roller, water pump mechanical assistant road roller, mechanical, steam tractor with bull dozer, mechanical transport engine static and road roller boiler attendant, engine), 36. Driver (loco or truck), 37. Distemperer, 38. Driller, well



boring), 39. Electrician, 40. Electrician grade II, Class II and Class III, 41. Electrician (assistant), 42. Fabricator, 43. Fitter (selection grade, Grade II and III, Class III assistant pipe, pipe class II pipe line bending bars. For reinforcement-cum mechanic, mechanic and plumber, 45. Gharani (head), 46. Glazier, 47. Hole driller for blasting, 48. Joiner, 49. Joiner (cable grade II), 50. Lineman, 51. Lineman (grade II & III HT. & LT), 52. Mason, 53. Mason (selection grade II & III, class II & III, class B Mistry, stone, stone class II, Brick work, stone work, Brick layer tile flooring B.I.M. macadam, headstone cutter (ordinary), 54. Machinist, 55. Mechanic (class II, air-conditioning, air-conditioning grade II, diesel I, grade II, road roller grade II, road roller grade II, assistant, radio), 57. Mechanic (tube-well), 58. Mason (gharami), 59. Mistry [grade II, air-conditioning grade II permanent way survey santras, works, 61. Mistry [steel tube-well, telephone], 62. Mason class A, 63. Moulder, 64. Metro logical observer, 65. Meter reader, 66. Moulder [brick tile], 67. Navghani, 68. Operator [fitter], 69. Operator [batching plant, cinema projector, clamp/ shelf, compressor, cranes, derrick, diesel engine, dozer, dragline drill, dumber, excavator for lift, generator grader, jack hammer and payment breaker, leader, pump, pile, driving, scrapper, screening plant, shovel, tractor vibrator, weigh batcher, 70. Operator [pneumatic tools], 71. Operator [Stone crusher mechanical], 72. Painter, 73. Painter (selection grade, grade II and III, class II, assistant, letter, & polisher, polisher rough], 74. Painter spray class II, 75. Blasterer, 76. Plaster mason grade II], 77. Plumber, 78. Plumber [selection grade, class II assistant senior, junior mistry grade II], 79. Plumbing mistry, 80. Plumber-cum fitter, 81. Polisher, 82. Polisher {floor}, 83. Pump driver, 84. Pump driver [selection grade, grade II and III] 85. Pump (Engine driver), 86. P.E. driver, 87. Pumpman, 88. Pumpman [assistant], 89. Pumper, 90. Polisher [with spray] grade II, 91. Ratan man, 92. Railways guard, 93. Repairer [battery], 94. Rivet cutter [assistant], 95. Rivetter, 96. Rivetter [cutter], 97. Road inspector grade II, 98. Railway plate layer, 99. road binder, 100. Sawyer, 101. Sawyer [selection grade class II], 102. Serang, 103. Serangpile Driving, pontools with boiler, 104. Snapsman, 105. Sharper or slotter, 106. Sprayer (as phalt), 107. Station Master, 108. Surveyor (silt), 109. Shift In-charge, 110. Sprayman, 111. Sprayman (Road), 112. Stone Cutter, 113. Stone Cutter (selection grade, grade II, class II, 114. Stone chiser, 115. Stone chisler (class II), 116. Stone blasterer, 117. Sub Oversear (unqualified), 118. Surveyor, 119. Surveyor Assistant, 120. Tailor, 121. Tailor (upholstery), 122. Tar Sprayer, 123. Tarman, 124. Tiler (class II, Wall, Floor, Roof), 125. Tiler (selection grade), 126. Tin Smith, 127. Tin smith (selection grade, Grade II and III, and class II), 128. Tinker, 129. Tradesman, 130. Train Examiner, 131. Trailer, 132. Turner Miller, 133. Turner, Tyre vulcaniser, 135. upholsterer, 136. Uphosterr (grade II and III), 137. Wood cutter class II (140). work sircar, 138. Wireman (grade II and III),



139.Welder, 140.Welder Gas, 141.Welder Class II, 142.Budge Work, 143.Welder (class II), 144.White washer (selection grade, class II), 145.Wire Workman, 146.White Washing and Colour Wasing man, 147.Work Assistant, 148.Any other categories by whatever name called which are of skilled nature.....

12.00 11.00 10.00 9.75 8.25

HIGHLY SKILLED

1.Armature winder, Grade I, 2.Blacksmith grade I and class I, 3.Boilman grade I, 4.Boiler foreman grade I, 5.Brick layer class I, 6.Cable jointer grade I, 7.Decorator, 8. Celotex cutter and Decorator, 9.Chargeman class I, Checker (senior), 11.Ddsigner, 12.Dressor, 13.Driver Lorry Grade I, Motor Lorry Grade I, Motor Vehicle Class I, 14.Electrician Grade I and Diesel Engine grade I, Road roller class I, 15.Fitter grade I, pump grade I, Panel class I, Pipe class I (head), 16.Foreman (Assistant), 17.Grinder (Tool) grade I, Linesman Grade I, 18.Mason skilled grade I class I, 19.Master rigger mechanic class I and class II), 20.Mechanic (head), 21.Mechanic (Diesel grade I Road Roller grade I, Air-conditioning), 22.Mistry grade I, 23.Mistry Air-conditioning grade I, 24.Overseeer, 25.Overseer (Senior and Junior), 26.Operator (Batching plant grade I clampshell grade I, compressor grade I, crane grade I, diesel engine grade I, dozer grade I, dragline grade I, drill grade I, dumper grade I excavator grade I, forklift grade I, generator grade I, grinder grade I, loader grade I, pipe driving grade I, scrapper grade I, screening plant grade I, Shovel grade I, Tractor grade I, 27.Painter (Grade I, class I, Vibrator grade I, spray, 28.Plasterer (mason class I,) 29.Plumber (head class I, mistry class I,) 30.Polisher (with spray) grade I, 31.Road inspector grade I, 32.Sawyer class I, 33.Sharper and Slotter grade I, 34.Sizer, 35.Stone Cutter class I, 36.Stone cutter grade I, 37.Stone chisler class I, 38.Stone mason class I, 39.Sub overseer (qualified) 40.Trademan class I, 41.Turner or miler grade I, 42.Tyre vulcanisor grade I, filer class I, 43.Tilker class I, tinsmith grade I and class I, 44.White washer class I, Woodcutter class I, Any other categories by whatever name called which are of a highly skilled nature.

15.00 13.75 12.50 11.50 10.25

CLERICAL

1. Account clerk, 2.Clerk, 3.Computer Operator, 4.M.C.Clerk, Munshi (matriculate, non matriculate), 6.Store Clerk, (matriculate and non matriculate), & Store issues, 8.Store keeper, 9.Store keeper grade I, II, (matriculate II, non-matriculate), 10.Tally clerk, 11.Time keeper, 12.Time keeper (matriculate non matriculate), 13.Toll keeper, 14.Work munshi, 15.Work munshi (Sub ordinate), 16.Telephone operator, 17.Typist, 18.Any other categories by whatever name called which are of a clerical nature.....

12.00 11.00 10.00 9.00 8.25



Explanation: - For the purpose of this notification: -

1. Area A, B-I, B-II and C, mentioned Annexure to this notification shall respectively comprise all the places specified in the Annexure as such area include all places within a distance of eight Km from the periphery of a Municipality or Cantonment Board or notified area committee of a particular place and Area D shall comprise of all other places not mentioned in the Annexure and to which Minimum Wages Act extends.
2. Employees employed in the employments in the construction or maintenance of roads or in buildings, in stone breaking and stone crushing, in the maintenance of buildings and in the construction and maintenance of runways in D class areas where the minimum rates of wages have been fixed on area wise basis and where the Central Government has sanctioned payment of winter allowance or hill allowance or any other special allowance shall be paid in addition to the minimum rates of wages fixed by this notification an amount equal to 10 percent of the minimum rates of wages fixed.
3. Where in any area the wages fixed under this notification are lower than the fixed under minimum wages Act by the State Government employees in the schedule employments in the construction or maintenance of roads in buildings operation, in stone breaking or stone crushing in the maintenance of buildings and in the construction and maintenance of runways in respect of Government shall in respect of these areas to be the minimum rates of wages payable under this notification.
4.
 - a) "Unskilled" work is one which envelopes simple operations requiring little or no skill or experience on the job.
 - b) "Semi skilled work" is one which involves some degree of skill or competence acquired through experience on the job and which is capable of being performed under the supervision or guidance of a skilled employee and includes unskilled supervisory work.
 - c) "Skilled work" is one which involves skill or competence acquired through experience on the job or through training as an apprentice or in a technical or vocational institute and the performance of which call for initiative and judgment.
 - d) "Highly Skilled work" means work which call for a high degree of perfection and full competence in the performance of certain tasks acquire through intensive or professional training or practical work experience for long years and also requires of worker to assume full responsibility for the judgment or decision involved in the execution of these tasks.
5. The minimum rates of wages are applicable to employees employed by contractors also.
6. The minimum rates of wages shall consist of all inclusive rates, and include also the wages for weekly day.
7. The minimum rates of wages payable to young persons below 18 years of age and for disabled persons shall 80% and 70% respectively of the rates fixed by this notification for adult workers of the appropriated category.
8. Workers employed on tunnel working shall be paid 20% extra of the minimum wages fixed under this notification for the appropriate category.



REGISTER OF MATERNITY BENEFIT

[Clause 19F of the Conditions of Contract]

Name and Address of the contract(s) _____

Name and Location of the work _____

Name of the Employee	Father's/Husband's Name	Nature of employment	Period of actual	Date of which notice of confinement given
1	2	3	4	5

Date on which maternity leave commenced and ended

Date of Delivery/ Miscarriage	In case of delivery		In case of miscarriage	
	Commenced	Ended	Commenced	Ended*
6	7	8	9	10

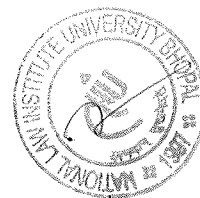
Leave pay paid to the employee

In case of Delivery	Remarks		In case of miscarriage
Rate of leave pay	Amount paid	Rate of leave pay	Amount paid
11	12	13	14
			15



Specimen form of the Register regarding Maternity Benefit admissible to the Contractor's labour in National Law Institute University Works.

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



- (G)** In the event of the contractor(s) committing a default or breach of any of the provision of the Central Public Work Department Contractor's Labour Regulation 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 regulation and rules which is materially incorrect, he/they shall without prejudice to any other liability pay to the University a sum not exceeding Rs.50 per every default, breach or furnishing, making submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect the penalty may be enhanced to Rs.50 per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Employer shall be final and binding on the parties.

Should it appear to the Employer that the contractor (s) is/are not properly observing and complying with the provisions of C.P.W.D. Contractor's Labour Regulations and Abolition Act 1970 and the Contract Labour (R&A) Central Rules, 1971 for the protection of health and sanitary arrangements for work – people employed by the contractor(s) (herein after referred as "the said Rule) the Employed shall have power to give notice in writing to the

contractor(s) requiring that the said Rule be complied with and the amenities prescribed therein be provided to the work people within a reasonable time to be specified in the notice if the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work people as aforesaid the Employed shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the work and if the same shall not have been erected or constructed according to approved standards within the period specified in the notice the Employer shall have power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

- (H) The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (here in after referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Employed.
- 1 (a) The minimum height of each hut at the eaves shall be 2.10m. (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the member of worker's family staying with the labour.
 - (b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.
 - (c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinal being provided for women.
 - (d) The contractor(s) shall construct sufficient number of bathing & 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 have walls of sun-dried or burnt bricks laid in mud mortar or other suitable local materials as may be approved by the Employed. In case of sun dried brick, the wall should be plastered with mud gobi on both sides. The floor may be katcha but plastered with mud gobi and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatched or any other materials as may be approved by the Employed and the contractor shall ensure that throughout the period of their occupation the roofs remains water-tight.
 - (b) The contractor(s) shall provide each hut with proper ventilation.
 - (c) All doors, windows and ventilators shall be provided with suitable locks for security purposes.
 - (d) These shall be kept an open space of at least 7.2m. (8 yards) between the rows of huts which may be reduced to 6m. (20ft) according to the availability of site with approval of the Employed. Back to back construction will be allowed.
 3. Water Supply – The contractor(s) shall provide adequate supply of water for the use labourers. The Provisions shall not be less than 2 gallons of pure and whole some water per head per day for drinking proposes and 3 gallons of clean water per head per day for bathing and washing purpose. Where piped Water supply is available supply shall be at stand post and where the supply is from wells or river/tanks, which may be of metal or masonry shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe. Lines or water supply to his/their labour camp from the existing mains wherever available and shall pay all fees and charges therefore.



4. The site selected for the camp shall be high ground, removed from jungle.
 5. Disposal of Excreta – The contractor(s) shall make necessary arrangement for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority. All charges on this account shall be borne by the contractor and paid direct by him to the Municipal Committee/ 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 contract(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accident to the workers.
 8. Sanitation – The contractor(s) make arrangements for conservancy and sanitation in the labour camps according to the rules of the local Public Health and Medical Authorities.
- (I) The Employed may require the contractor to dismiss or remove from the site of the work any person or person in the contractors employ upon the work who may be incompetent or misconduct himself and the contractor shall forth with comply with such requirements.
- (J) It shall be the responsibility of the contractor to see that the building under construction is not occupied by any body unauthorized during construction and to hand over the employed vacant possession of complete buildings. If such building though completed, is occupied illegally, then the Employed will have the option to refuse to accept the said building/buildings in that position, and delay a levy up to 5% of the estimated cost put to tender may be imposed by the Employed whose decision shall be final both with regard to justifications and quantum.

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

5.1 **REPORTING ACCIDENT OF LABOUR**

The contractor shall be responsible for the safety of all employees and/or workers employed or engaged by him on and in connection with the works and shall forthwith report all cases of accidents to any of them, however caused and whenever occurring to the authorities concerned required as per law and to the Employer/Architect or his representative and shall make every arrangement to render all possible assistance and aid to the victim of the accident.

5.2 **PROVISION OF WORKMEN'S COMPENSATION ACT**

The contractor shall at all times indemnify and keep indemnified the Employer against all claims for compensation under the provisions of the workmen's compensation act 1923 or any other law for the time being in force by or in respect of any workmen employed by the contractor in carrying out the contract and against all costs and expenses or penalties incurred by the Employer in connection there with. In every case in which, by virtue of the provisions of the said act, the Employer is obliged to pay compensation to a workmen employed by the contractor in executing the works, the Employer shall recover from the contractor the amount of the compensation so paid and without prejudice to the rights of the Employer shall be at liberty of the Employer under the said act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any due by the Employer to the contractor, whether under this contract or

otherwise without prejudice to any other remedy that may be available to the Employer in law. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the contractor and upon his giving to the Employer full security for all costs for which the Employer might become liable in consequence of contesting such claim.

5.3 ACCIDENT OR INJURY TO WORKMEN

The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment or the contractor or his sub-contractors, and the contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

5.4 PROVISION OF MINES ACT

The contractor shall observe and perform all the provisions of the Mines Act 1952 where applicable or any statutory modifications thereof and shall indemnify and keep indemnified the Employer from and against any claim under the said Act.

5.5 PRESERVATION OF PEACE

The contractor shall take requisite precautions to prevent any riotous or unlawful behavior by or amongst his workmen and/or others employed on the works by him, for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the works.

5.6 AGE LIMIT OF LABOUR

The age limit for employment of labour shall be in strict accordance with the existing labour legislation.

5.7 RETURN OF LABOUR EMPLOYED

The contractor, if required by the Employer, shall submit return in detail in such form and at such interval as the Employer may prescribe showing number of different classes of labour employed on the works from time to time by the contractor.

6.0 MATERIAL TESTS AND WORKMANSHIP:

6.1 QUALITY OF MATERIALS, WORKMANSHIP AND TESTS

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with C.P.W.D. specification volume I to III 1991-92 and volume IV to VI 1996 for Civil work with up to date correction slip and shall be subjected from time to time to such tests as the Employer may direct at the place of manufacturer or fabrication or on the site at all or any of such places. The contractor shall provide such assistance instruments, machines, labour and materials, as are normally required for examining measuring, and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before in University on the works for approval as may be required by the Employer.

The contractor shall have to purchase the Bitumen and modified bitumen from public sector Oil Refineries situated in India for the work. In case of non availability of Bitumen and modified Bitumen from them, the same can be purchased from other sources after prior written permission from employer/ consultant. No extra payment what so ever shall be made on such bitumen or modified bitumen.

Contractor shall arrange for Compression testing machine at site for testing of concrete cubes/bricks etc. However, this provision does not bind the NATIONAL LAW INSTITUTE UNIVERSITY/his representative for getting the testing done from outside at contractor's expense. Cost of materials to be paid for testing would be borne by contractor including transportation etc. to lab. from site.

6.2 **CONSTRUCTION OF PROTOTYPES OR SAMPLES OF WORK**

- a) The contractor shall construct prototypes or samples of work as laid down in the contract or as instructed by the Architect. Such prototypes or samples of work, after approval by the Employer shall serve as the standards to be achieved in the final construction.
- b) **MOCKUP SAMPLE:** Contractor has to prepare a mockup sample as per the items selected by Employer. The finishing of all items shall be approved, so that desired finishing/quality shall be maintained in other rooms as well.

6.3 **COST OF SAMPLES**

The contractor at his own cost shall supply all samples. Cost of transportation testing samples will be borne by the contractor from site to Labs.

6.4 **COST OF TESTS**

The cost of making any test sample shall be borne by the contractor and contractor should arrange for all requirements etc. to take the samples by Employer. The Contractor would pay testing charges in the Laboratory.

6.5 **INSPECTION OF OPERATION**

The Employer or any person authorized by him shall at all times have access to the works and to the site and to all workshops and places where work is being prepared or where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

6.6 **EXAMINATION OF WORK BEFORE COVERING UP**

No work shall be covered up or put out of view without the approval of the Employer or their representative and the contractor shall afford full opportunity to the Employer or his representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to the Employer wherever any such work or foundations is or are ready or about to be ready for examination and the Employer shall without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.

6.7 **UNCOVERING AND MAKING OPENINGS**

The Contractor shall uncover any part or parts of the works or make openings in or through the same as the Architect may not from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Employer. If any such part or parts have been covered up or put out of view after compliance with the requirements of clause 6.5 hereof and are found to be executed in accordance with the contract the expenses of uncovering making openings in or through, reinstating and making good the same shall be borne by the Employer, but in any other case all such expenses shall be borne by the contractor and shall be recoverable from him by the Employer and deducted by the Employer from any moneys due or which may become due to the contractor, without prejudice to any other remedy that may be available to the Employer in law.

6.8 **REMOVAL OF IMPROPER WORK AND MATERIALS**

The Employer or his representative shall during the progress of the works have power to order in writing from time to time.

- a) The removal from the site within such time or times as may be specified in the order of any material, which in the opinion of the Employer or his representative is not in accordance with the contract.
- b) The substitution of proper and suitable materials.
- c) The removal and proper re-execution (notwithstanding a previous test thereof or interim payment therefore) of a work which in respect of materials or workmanship is not in the opinion of the Employer or his representative in accordance with the contract.

6.9 **SUSPENSION OF WORK**

The contractor shall, on the written order of the Employer suspend the progress of the works or any part thereof for such time or times and in such manner as the Employer may consider necessary and shall, during such suspension, properly protect and secure the work, so far as is necessary in the opinion of the Employer.

7.0 **TIME OF COMPLETION, AND TAKING OVER:**

7.1 **POSSESSION OF SITE**

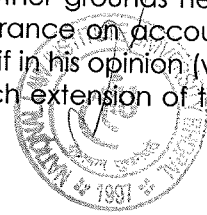
Save in so far the contract may prescribe the extent of portions of the site of which the contractor is to be given possession from time to time and the order in which such portions will be available to him and subject to any requirement in the contract as to the order in which the work shall be executed, the Employer shall give to the contractor possession of so much of the site as may be required to enable the contractor possession of so much of the site as may be required to enable the contractor to commence and proceed with the construction of the works in accordance with such reasonable proposals of the contractor as he will make in writing to the Employer and shall, from time to time as the work proceeds give the contractor possession of such further portions of the site as may be required to enable the contractor to proceed with construction of the works in accordance with the said programme or proposal.

7.2 **TIME OF COMPLETION**

The whole of the works shall be completed within the time stipulated or within such extended time as has been allowed under clause 7.3

7.3 **EXTENSION OF TIME OF COMPLETION**

If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other grounds he shall apply in writing to the Employer within 30 days of the date of hindrance on account of which he desires such extension as aforesaid and the Employer shall if in his opinion (which shall be final) reasonable grounds be shown therefore authorize such extension of time if any as may in his opinion be necessary or proper.



7.4 **EXTENSION OF COMPLETION TIME DUE TO STRIKE, FIRE ETC.**

If in the opinion of the Employer/Architect the progress of the work has at any time been delayed by strikes, fire inclement weather, unavoidable casualties etc. beyond the control of the contractor, then the time of completion of the work may be extended for such reasonable time as the Employer may decide and this will be indicated in writing.

7.5 WORK TREATED AS COMPLETE

The works shall not be treated as complete until,

- i) The site is clear from all materials, site shed etc. and the Employer is satisfied with the job done by the contractor or his representative.
- ii) The contractor has submitted the reconciliation statement regarding the stores received from the Employer, and all the surplus and salvaged materials are returned to the Employers' stores, and the Employer has agreed to the same.
- iii) All equipment, tools plants etc. taken from the Employer has been returned by the contractor.
- iv) Any other material, taken on loan/transfer from other agency has been returned by the contractor.
- v) All power and water supply connections taken for the execution of the works have been disconnected by the contractor.
- vi) Rectification of any damage done by the contractor to the work executed have been satisfactorily done by the contractor.

7.6 TAKING OVER

After completion of works or any substantial part of the works before the completion of the whole of the works, the contractor shall notify the Employer in writing, who within 15 days of receipt of the said notice shall give such certificate with respect to any substantial part of the works which has been both completed to the satisfaction of the Employer and occupied or used by the Employer or refuse to issue the same stating the reasons thereof in writing. When any such certificate is given in respect of a part of the works, such part shall be considered as completed for the purpose of taking over and computation of the period of maintenance of such part, that is, such period shall commence from the date of completion of such part of the works as certified. The works in whole or part shall not, however, be treated as completed for the purpose of other relevant Clauses hereof unless and until the provisions of Clause 7.5 hereof are fully complied with.

7.7 MAINTENANCE

For a period of **3 years** commencing immediately after completion of the work by Contractor, the contractors' liability shall be to replace the defective parts, rectify/reconstruct the defective work that may develop of his own construction or those of his sub-contractors approved by the Employer (under clause 2.1 & 2.2) arising solely from faulty material or workmanship or for any other reason.

If it is necessary for the contractor to rectify/reconstruct any defective portions of the work under the contract, the provision of this condition shall apply to the portions of work so replaced or renewed until the expiration of three months from the date of such replacement or renewal or until the end of the above mentioned period of 6 months, whichever may be later. If any defects be not remedied within a reasonable time the Employer may have against the contractor in respect of such defects.

The contractor shall bear the cost of such repairs/rectification carried out on his behalf at site. Immediately upon expiry of the maintenance period the Employer shall issue a final certificate indicating that the contractor has completed his obligation under the contract.

The decision of **NATIONAL LAW INSTITUTE UNIVERSITY**/their authorized representative's view regarding workmanship shall be final and binding on the Contractor and Contractor has to abide by the decision.

The deduction of expenditures for rectification shall be made from the deposit of the Contractor, in case Contractor does not attend the problem in a reasonable time.

8.0 TERMINATION OF CONTRACT:

8.1 TERMINATION OF CONTRACT

The Employer may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims of damage in respect of any breach 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 Employer 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 period of 7 days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the secure completion of the work by date for completion or he has already failed to complete the work by that date.
- ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or 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.

When the Contractor has made himself liable for action under any of the cases aforesaid the Employer on behalf of the NATIONAL LAW INSTITUTE UNIVERSITY shall have powers.

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Employer 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 University.
- b) To employ labour paid by NATIONAL LAW INSTITUTE UNIVERSITY and to supply materials to carry out the works or any part of the work debiting the contractor with cost and price of the labour and the price of the materials (of the amount of which cost and price certified by the Employer shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respect in the same manner and at the rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Employer as to the value of work done shall be final and conclusive against the contract provided always the 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 University are less than the amount payable to the contractor at his agreement rates, the difference 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 Employer 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 University under this contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or sufficient part thereof as the case may be.

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

8.2 BACK CHARGING THE CONTRACTOR

Extra cost and expenses incurred for completing the work or balance work or carrying out the rectification of any work as mentioned above through another agency or agencies including its own department shall be debited to contractors' account and shall be recovered from any money due or that may become due to the contractor without prejudice to any other remedy that may be available to the Employer in law.

9.0 ALTERATIONS, ADDITIONS, AND OMISSIONS:

9.1 VARIATION:

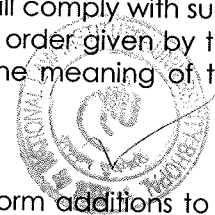
The Employer shall be entitled to make any variation of the quality or quantity of the works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the contractor to do and the contractor shall do any of the following:

- a) Increase or decrease the quantity of any work up to plus-minus 20% included in the contract.
- b) Omit any such work.
- c) Change the character or quality of kind of any such work.
- d) Change the levels, lines, position and dimensions of any part of the works and,
- e) Execute additional work of any kind necessary for the completion of the works, and no such variation shall in any way initiate or invalidate the contract but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

9.2 ORDERS FOR VARIATIONS TO BE IN WRITING

No such variation shall be made by the contractor without an order in writing of the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of any item of work where such increase or decrease is the result of the actual quantities exceeding or being less than those stated in the Schedule of quantities

which are estimates. In such cases, the contractor shall be paid only for the actual quantity of work done as certified by the Engineer at the accepted unit item rates and no compensation shall be allowed. Provided also that if for any reason the Employer shall consider it desirable to give any such order verbally, the contractor shall comply with such order but it must be followed by confirmation in writing of such verbal order given by the Employer, which shall be deemed to be an order in writing within the meaning of this Clause.



9.3 EXTRA ITEMS

The Employer shall have power to make any alteration in, omissions, form additions to or substitution for, the original specifications, drawings, and instructions that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by Employer and such alterations, commissions, 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 the work shall be extended in the proportion that the altered addition or substituted work bears to the original contract work and the certificate of the Employer shall be conclusive as to such proportion. Over and above this a further period to the extent of 25 percent of such extension shall be allowed to the contractor. The rates for such addition, altered or substituted work under this clause is worked out in accordance with the following provisions in their respective order.

- i) If 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 altered, additional or substituted work include any work for which no rates is specified in the contract or the same cannot be derived from the similar class of work in the contract, then such work shall be carried out as stated below: -
 - a) The Road work shall be carried out at the rates entered in C.P.W.D., Delhi schedule of rates or MPPWD SOR with errata and correction slips as issued minus/plus the percentage worked out on overall schedule basis which the tendered amount for Road work bears to the estimated cost of work put to tender.
- iv) If the rate for altered, additional or substituted work cannot be determined in the manner specified in sub-clause (i) to (iii) above then the rates for such work shall be worked out on the basis of the Schedule of rate of the district specified above minus/plus, the percentage which the tendered amount bears to the estimated cost of the Road work put to tender as the case may be. Provided always that if the rate for particular part or parts of the item is not in the District Schedule of rates, the rate for such part or parts will be determined by the Employer on the basis of prevailing market rate when work was done.
- v) If the rates for the altered additional or substituted work cannot be determined in the manner specified in sub-clause (i) to (iv) above, then the contractor shall, within days of the date of receipt of order to carry out the work, inform the Employer of the rate which it is intention to charge for such class of work, supported by analysis of the rate or rates claimed, and the Employer shall determine the rate or rates on the basis of prevailing market rates and pay the contractor accordingly. However, the Employer by notices 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 no-settlement of rates of items falling under the clause.

- vi) Except in case of items relating to foundation provisions contained in sub-clause (i) to (v) above shall not apply to contract or substituted item as individually exceed the percentage set out in the tender documents (referred to herein below as "deviation limit") subject to the following restrictions.
- a) The deviation limit referred to above be the net effect (algebraically sum) of all additions and deductions ordered.
 - b) In no case shall the additions/deductions (arithmetical sum) exceed twice the deviation limit.
 - c) The deviation ordered on items of any individual trade included in the contract shall not exceed plus minus the value of 50% of that trade in the contract as a whole or half the deviation limit, whichever is less.
 - d) The value of addition of items of any individual trade not already included in the contract shall not exceed 10% of the deviation limit.

Note: - "Individual trade" means the trade sections to 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 C.P.W.D. Schedule of rates or MPPWD SOR specified above such as excavation and earth work, concrete, wood work and joinery etc.

- vii) For the purpose of operation of Clause 9.3, the following works shall be treated as work relating to foundation;

- a) For buildings plinth level or 1.2 meters (4 ft.) above ground level whichever is lower, excluding items above flooring and D.P.C. but including base concrete below the floors.
- b) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoir the bed of floor level.
- c) For retaining walls where floor level is not terminated 1.2. Meters above average ground level or bed level.
- d) For roads all items of excavation and filling including treatment of sub-base and soling work.
- e) For water supply lines, sewer lines, underground storm water drains and similar work, all items or works below ground level except items of pipe work proper masonry work.
- f) For open storm water drains all items of work except lining of drains.

"The rates of any such work except the items relating to foundations which in excess of the deviation limit-shall be determined in accordance with the Provisions Contained in Clause 12A".

12A In the case of contract or substituted items which individually exceed the quantity stipulated in contract by more than the deviation limit, except the items relating to foundation work which the contractor is required to do under Clause 9.3 above the contractor shall within 7 days from the receipt of order, claim revision of the rate supported by proper analysis in respect of such items for quantities. In excess of the deviation limit, notwithstanding the fact that rates of such items exist in the tender for the main work or can be derived in accordance with the provisions of sub clause (ii) of Clause 12, and the Employer 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 Employer shall however, be at liberty to cancel his order to carry out such increased quantities of work by giving notice in writing to the contractor and arrange to carry it out in such manner as he may consider advisable. But, under no circumstance the contractor shall suspend the work on the plea of non-settlement of rates of items falling under this clause.

All the provisions of the preceding paragraph shall equally apply to the decrease in the rates of items for quantities in excess of the deviation limit, notwithstanding the fact that the rates of 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 Employer may revise such rates having regard to the prevailing market rates.

9.4 REBATE/EXTRA OVER ORIGINAL ITEM

If there is a deviation in the specification of particular item of the tender, rebate/extra over the quoted rate shall be generally derived as follows: -

For items not covered in the schedule, rebate/extra shall be derived based on observation/analysis of labour and materials involved in such items.

9.5 ITEMS OF AD-HOC NATURE

The contractor shall procure necessary materials and carry out miscellaneous work of Ad-hoc nature specifically provided with necessary tools and tackles as may arise during execution of the contract. The Architect shall certify the actual quantum of work and the Employer shall decide payment for the same.

9.6 CLAIMS

The contractor shall send to the Employer's representative an account, giving full and detailed particulars with proper analysis, of all claims for any additional expense to which the contractor may consider himself entitled and of all extra items of work, which he has executed, within one month of execution of such work, and no claim for payment for any such work will be considered which has not been included in such particulars. Provided always that the Employer shall be entitled to authorize payment to be made for any such work notwithstanding the contractors' failure to comply with this condition, if the contractor has at the earliest practicable opportunity notified the Employer in writing, that he intends to make a claim for such work.

10.0 MEASUREMENTS:

10.1 QUANTITIES

The quantities set out in the Schedule of quantities are the estimated quantities of the work. They are not to be taken as the actual and correct quantities, of the works, to be executed by the contractor in fulfillment of his obligation under the contract.

10.2 WORKS TO BE MEASURED

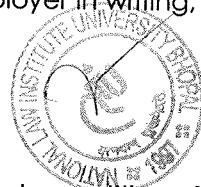
The Employer shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the contract. He shall when he requires any part or parts of the works to be measured, give notice to the contractors' authorized agent or representative, who shall forthwith attend or send a qualified agent to assist the Employer or his representative in making such measurement, and shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to send such agent, then the measurement made by the Employer or approved by him shall be taken to be the contract measurement of the work. If the contractor does not so attend to examine and agree such records and drawing, they shall be taken to be correct. If, after examination of such records and drawings, the contractor does not agree to the same or does not sign the same as agreed, they shall nevertheless be taken to be such examination, lodge with the Employer' representative for decision notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.

10.3 METHOD OF MEASUREMENT

The works shall be measured net in accordance to IS: 1200 (all parts), notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the contract.

11.0 SPECIFICATIONS

Work shall be carried out according to latest C.P.W.D. specifications.



12.0 **SETTLEMENT OF DISPUTES:**

Except where otherwise provided in the contract all questions and disputes relating to meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used on the work or as to any other question, claim right matter or things whatsoever, in any way arising out of or relating to the contract design, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the works, or the executions, or the failure to execute the same whether arising during or progress of the work or same whether arising during or progress of the work or after the completion or abandonment thereof shall be referred to the sole Arbitrator of the person appointed by the VICE-CHANCELLOR, NATIONAL LAW INSTITUTE UNIVERSITY at the time of dispute or if there be no VICE-CHANCELLOR, NATIONAL LAW INSTITUTE UNIVERSITY at that time, there will be no objection to any such appointment that the arbitrator so appoint is University employee, that he had to deal with the matters to which the contract relates and that in the course of his duties as University employee he had expressed views on all or any of the matters in dispute or difference. The arbitration to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason such Director as aforesaid at the time of such transfer, vacating office or inability to act shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It also a term, of his contract that no person other than person appointed by NATIONAL LAW INSTITUTE UNIVERSITY as aforesaid should act as arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration is not possible the matter is not to be referred to arbitration at all. The arbitrator shall give reasons for the award.

Subject aforesaid the provisions of the Arbitration and conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration proceeding under this Clause.

It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this Clause together with the amount or amounts claimed in respect of each such dispute.

It is also a term of the contract that if the contractor (s) does do not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the intimation from university that the bill is ready for payment, the claim of the contractor(s) will be deemed to have been waived and absolutely barred and the University shall be discharged and released of all liabilities under the contractor in respect of these claims.

The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.

13.0 **NOTICES:**

13.1 **SERVICE OF NOTICE ON CONTRACTOR**

All certificates, notices or written orders to be given by the Employer or by the Architect to the Contractor under the terms of the contract shall be served by sending by Registered Post or delivering the same to the contractor's place of business or such other address as the contractor shall nominate for this purpose.

13.2 **SERVICE OF NOTICE ON EMPLOYER**

All notices to be given to the Employer under the terms of the contract shall be served by sending by post or delivering the same to the Employers' address.

