

NATIONAL INSTITUTE OF TECHNOLOGY

(Deemed University)

Kurukshetra

NIT Construction Cell

Kurukshetra



**PERCENTAGE/ITEM RATE TENDER
AND
CONTRACT FOR WORKS**

***General Rules and Directions for the Guidance of
Contractors***

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**NATIONAL INSTITUTE OF TECHNOLOGY
(Deemed University)
KURUKSHETRA**

TENDER NOTICE

Advertisement No. 09/2008

Sealed percentage rate tenders on prescribed tender documents for the below noted work(s) are invited from the contractors borne on the approved list of contractors with Central/ State Govt., Public Sector undertakings/ registered Coop. L&C Societies for appropriate category. Tenders will be received upto 11-04-2008 at 3:00 PM at N.I.T. KKR and will be opened at the same time and date in presence of the contractors or their authorized representatives who may like to be present at that time. The detailed notice inviting tenders can be seen in the office of the Executive Engineer on any working day during office hours. The tender documents can be obtained from NIT, office on any working day from 9 A.M. to 5 P.M. and sale of tender documents will close at 1:00 PM on 11-04-2008.

If any holiday falls on the due date (s) then tenders will be received on the next working day. Earnest money of the works may be deposited with the undersigned in the shape of Bank Draft/ Deposit at Call in favour of the Director N.I.T. Kurukshetra payable at any scheduled Bank at Kurukshetra. Details can be seen on Institute web-site www.nitkkr.ac.in.

Note:-

1. Conditional tender will not be accepted.

| Sr. No | Name of Work | Estimated Cost (Rs.) (In Lacs) | Earnest money (Rs.) | Time Limit | Date of opening of Tender | Cost of tender document (Rs.) (Non-refundable) |
|---------------|--|---------------------------------------|----------------------------|-------------------|----------------------------------|---|
| 1. | Providing & laying polished vitrified floor tiles at various Deppt. of this Institute, as per DNIT | 49.50 Lacs | 99,000/- | 2 (Two) Months | 11-04-2008 | 1,000/- (Rupees One Thousand Only) |

Director

CHAPTER-I
NATIONAL INSTITUTE OF TECHNOLOGY
(Deemed University)
KURUKSHETRA

TENDER NOTICE

Advertisement No. 09/2008

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| Sr. No | Name of Work | Estimated Cost (Rs.) (In Lacs) | Earnest money (Rs.) | Time Limit | Date of opening of Tender | Cost of tender document (Rs.) (Non-refundable) |
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| 1. | Providing & laying polished vitrified floor tiles at various Deppt. of this Institute, as per DNIT attached | 49.50 Lacs | 99,000/- | 2 (Two) Months | 11-04-2008 | 1,000/- (Rupees One Thousand Only) |

NOTE:-

1. Conditional tender will not be accepted.
2. Quote one rate of percentage i.e. (HSR + CP) \pm %
3. Tender documents will be issued only after cost of tender document is deposited with the Institute cashier and proof there of is shown to the tender issue committee.
4. The validity of tender should be at least Ninety days.
5. Earnest money in cash shall not be accepted.
6. Tenders will be received by hand; telegraphic tenders will not be accepted.
7. Earnest money in shape of bank draft/deposit at call in favour of Director N.I.T. Kurukshetra payable at any scheduled bank at Kurukshetra will only be accepted.
8. Tender documents will not be issued on postal or telegraphic request.
9. The tenderer will be required to give the proof of his/their registration with any of the above departments for appropriate category before tender documents are issued to him/them.
10. Application for tender documents must accompany with attested copy of registration certificate of the contractor.
11. The rates must be quoted according to prevailing H.S.R. (1988).
12. The firm/contractors should possess license/permission from the Chief Elect. Inspector Haryana for carrying out the work of Electric installations.
13. The tender must be accompanied with earnest money if any, in a separate envelope.
14. Ten percent (10%) security subject to a maximum of 5% of the agreement amount will be deducted from each bill of the contractor and it will be refunded 12 months after the work has been completed i.e. finally measured/paid after making necessary recovery if any.
15. Coop. L&C societies will be issued tenders only after permission from the Coop. Deptt. Haryana is produced.

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Executive Engineer
For Director N.I.T. Kurukshetra

CHAPTER 2

Procedure for Submission and opening of Tenders

1. The tender documents issued by this office contain pages to
2. While tendering for the works, tenderer shall adopt two envelope system:-
 - (i) Conditions shall be put in the first envelope duly sealed along with price for the withdrawal of each condition.
 - (ii) The second envelope superscribed as “price bid envelope” shall contain only the price bid and no condition, clarification or observation.

The second envelope should be superscribed as:-

“Tender for

.....”

Both the sealed envelopes along with other documents namely:-

- (a) duly accepted power of attorney in original along with its two attested copies, in the name of tenderer or his authorized representative or agent to act on behalf of the contractor and (b) documents in respect of payment of earnest money in favour of Director N.I.T. KKR payable at any scheduled Bank at Kurukshetra.
3. If the tenderer fails to price the conditions and deviates from the above procedure, his tender would be treated as invalid and it would not be opened or if erroneously opened shall not be considered at all. However, it is made clear that in case the first envelope is not received along with the “ price bid envelope” it will be presumed that the tenderer has no condition to offer and thus it will be treated as without condition.
4. In case any tenderer does not comply with the procedure given above and fails to give financial implications and pricing of his conditions (for the withdrawal of the conditions at variance with the stipulation of N.I.T.), it will be presumed that he is not interested in the work and his second envelope i.e. “price bid envelope” will be returned to him unopened and will not be considered while opening and deciding the second envelope of tenderers.
5. The tenders which are not accompanied with the earnest money or do not strictly follow the technical requirements shall be summarily rejected
6. Tender’s quotations which are depended upon the other quotations of other tender shall be summarily rejected.
7. The Director N.I.T. Kurukshetra reserves the right to cancel any or all tenders without assigning any reason.

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Contractor

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Witness

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Engineer-in-charge
for Director, N.I.T.,Kurukshetra

CHAPTER 3

Cost of tender documents Rs.....deposited vide N.I.T. Book No.....
receipt No..... dated.....

Name of Contractor.....

Name of Work.....

NATIONAL INSTITUTE OF TECHNOLOGY

(Deemed University)

N.I.T. CONSTRUCTION BRANCH

KURUKSHETRA

PERCENTAGE RATE TENDER

AND

CONTRACT FOR WORKS

(Form F-1)

**GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF
CONTRACTOR**

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted on a board hung up in the Institute and signed by the Engineer-in-charge N.I.T. Construction Branch.
This form will state the work to be carried out as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and schedule of rates and any other documents required in connection with the work, signed for the purpose of identification by the Engineer-in-charge shall also be opened for inspection by the contractor at the office of the Engineer-in-charge during office hours.
2. In the event of the tender being submitted by firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.
3. Any person who submits a tender shall fill up the usual printed form, stating at how much percent above or below the rates specified in Rule 1 he is willing to undertake the work. Only one rate or percentage more or less on all the Haryana schedule of rates 1988 shall be named. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out of the work or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

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Contractor

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Witness

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Engineer-in-charge
for Director, N.I.T.,Kurukshetra

4. The tender opening committee will open tenders in the presence of any intending contractors or their authorized agents who may be present at the time and will enter the amount of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in rule 1. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.
5. The Director shall have the right of rejecting all or any of the tenders.
6. The Institute may refuse or suspend payments on account of a work when executed by a firm or by contractors described in their tender as a firm, unless receipts are signed by all the partners, or one of the partners, or some other person produces written authority enabling him to give effectual receipts on behalf of the firm.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Engineer-in-charge/Director and the contractor shall be responsible for seeing that he procures a receipt by the Registrar or his authorized officer.
8. The memorandum of work tendered for and the memorandum of materials to be supplied by the N.I.T. Construction Branch and their issue rates shall be filled in and completed in the office of the Engineer-in-charge before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

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Contractor

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Witness

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Engineer-in-charge
For Director, N.I.T., Kurukshetra

TENDER FOR WORKS

I/We hereby tender for the execution for the Director of the N.I.T. Kurukshetra (here in after referred to as N.I.T. KKR) of the work specified in the under-written memorandum within the time specified in such memorandum at* percent below/above the rates entered in the Haryana schedule of rates 1988 mentioned in Rule 1 and in accordance in all respects with specifications, designs, drawings and instructions in writing referred to in Rule 1 hereof and in clause 11 of the annexed conditions, and with such material as are provided for and by in all other respects in accordance with such conditions so far as applicable.

*in figures as well as in words.

MEMORANDUM

- | | |
|---|--|
| (a) General description: | (a) If several sub-works are included, they should be detailed in a separate list. |
| (b) Estimated cost: Rs..... | (b) This deposit will vary from 1% to 10% of the estimated cost of the work according to the requirements of the cases. |
| (c) Earnest money: Rs..... | (c) This percentage, where no security deposit is taken will vary from 5% to 10% according to the requirements of the case. Where security deposit is taken, see note to clause 1 of conditions of contract. |
| (d) Security deposit including earnest money Rs..... | |
| (e) Percentage, if any, to be deducted from Rs..... Bills (Rupees per month) | |
| (f) Time allowed for the work from date of written order to commence..... | |

| Item No. | Item of work | Unit | Per | RATE TENDERED | | |
|----------|--------------|------|-----|--------------------|----------|--|
| | | | | In figure Rs. P | In words | |
| | | | | | | |

Note: To be continued on additional sheets as found necessary

| | | |
|---------------------|------------------|--|
| Contractor | Witness | Engineer-in-charge For Director, N.I.T.KKR |
|---------------------|------------------|--|

Should this tender be accepted, I/we hereby agree to abide by to fulfill all the terms and provisions of the said conditions of contract annexed hereto, so far as applicable, or in default thereof to forfeit and pay to the N.I.T.KKR or its successors in office the sums of money mentioned in the said conditions. The sum of Rs.....vide Bank Draft/DAC No..... drawn on..... * is herewith forwarded in Deposit at Call receipts, as earnest money the full value of which is to be absolutely forfeited to the said N.I.T.KKR or its successors in office, without prejudice to any other rights or remedies including action under clause 2 & 3 of condition of contract annexed hereto of the said N.I.T.KKR or its successors in office, should I/we fail to commence the work specified in the above memorandum otherwise in accordance with Clause 1 (A) of the said conditions of contract, otherwise the said sum of Rs.

*Give particulars and numbers

Strike out (a) if no cash security deposit is taken strike out (b) if any cash security deposit is taken.

Shall be retained by N.I.T.KKR as on account of such security deposit as aforesaid: or (b) the full value of which shall be retained by N.I.T.KKR on account of the security deposit specified in Clause 1 (B) of the said condition of contract.

Signature of contractor before submission of tender.

Dated the..... day of..... 20.....

\$Signature of witness to contractor's signature

Witness\$.....

Address

Signature of the officer by whom accepted.

Occupation.....

The above tender is hereby accepted by me for and on behalf of Director, N.I.T. Kurukshetra

Dated the..... day of20.....

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Contractor

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Witness

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Engineer-in-charge
For Director, N.I.T., KKR.

CONDITIONS OF CONTRACT

Security deposit.

*This will be the same percentage as that in the tender at(c).

+The amount of the percentage not exceeding 10% will be fixed in every case to suit requirements e.g., if it is fixed at 8% and the security deposit only amount to 5% of the estimated cost of the work, then 3% should be deducted from every payment. If the percentage is fixed at 10 % and the security deposit only amounts to 8% then 2% should be deducted, and so on.

Clause 1- The person/ persons whose tender may be accepted (hereinafter called the contractor) shall (A) [within one day for a contract of Rs. 1000 or less, two days for Rs. 2000 or less and so on, up to a limit of ten days of receipt by him of the notification of the acceptance of his tender] deposit with the Registrar or his authorized officer in cash or Govt. Securities endorsed to the Director (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender, or (B) permit N.I.T. KKR at the time of making any payment to him for work done under the contract to deduct such sum as will (with earnest money deposited by him) amount to -- * ten percent of all moneys so payable, such deductions to be held by N.I.T. KKR by way of security deposit]. Provided always that in the event of the contractor depositing a lump-sum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to 10⁺% of the total estimated cost of work, it shall be lawful for N.I.T. KKR at the time of making any payment to the contractor for work done under the contract to make up the full percentage of ten percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to the N.I.T. KKR under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit from any sums which may be due or may become due to the contractor by N.I.T. KKR on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Govt. Securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. All interest which may from time to time accrue due any payable on the said security deposit shall be paid as the same shall be realized to the contractor.

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Contractor

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Witness

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Engineer-in-charge
For Director N.I.T. KKR

Compensation for delay

Clause 2— The time allowed for carrying out the work as entered in the Tender shall be strictly observed by the contractor and shall be reckoned from the date of which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent, which the Director/Dean (E, EM & C) may levy on the amount of the estimated cost of the whole work as shown in the tender for every day that the work remains uncommenced or unfinished after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one-fourth of the whole of the work before one-fourth of whole time allowed under the contract has elapsed: one-half of the work before one half and such time as elapsed, three-fourth of the work before three-fourth of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, which the Director/Dean (E, EM & C) may levy, on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent on the estimated cost of the work as shown in the tender. The Director may, on representation from the contractor reduce the amount of compensation and his decision in writing shall be final.

Action when whole of security deposit is forfeited.

Clause 3 – In any case in which under any clause or clauses of the contract the contractor has rendered himself liable to pay compensation amounting to the whole of his security deposit (whether he paid in one sum or deducted by installments), the Engineer-in-charge on behalf of the Director, N.I.T. KKR shall have power to adopt any of the following courses, as he may deem best suited to the interests of N.I.T. KKR.

(a) To rescind the contract(of which recession notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of N.I.T. KKR.

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Contractor

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Witness

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Engineer-in-charge
For Director N.I.T. KKR

(b) To employ labour paid by the N.I.T. KKR and to supply materials to carry out the work, or any part of the work, debiting to the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price, a certificate of the Engineer-in-charge shall be final and conclusive against the contractor), and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract, the certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor.

(c) To measure 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 expense which may be incurred in excess of the sum such would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by N.I.T. KKR under the contract or otherwise, or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by the Engineer-in-charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered any engagements, or made any advances on account of or with a view to the execution of the work for the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there to for actually performed under the contract, unless and until the Engineer-in-charge will have 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.

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Contractor

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Witness

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Engineer-in-charge
For Director N.I.T.
KKR

Contractor remains liable to pay compensation if action not taken under clause 3

Power to take possession of or require removal of sell contractors plant.

Extension of time

Clause 4-- In any case in which any of the powers, conferred upon the Engineer-in-charge by clause 3 hereof shall have become exercisable and the same have not have been exercised, the non exercise there of shall not constitute a waiver of any of the conditions there of and such power shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and liability of the contractor for past and future Compensation shall remain unaffected. In the event of the Engineer-in-charge exercising either of the powers (a) or(c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tool, plants material and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in case of these not being applicable at current market rates to be certified by the Engineer –in-charge whose certificate thereof shall be final, otherwise the Engineer-in-charge may, by notice in writing to contractor or his clerk of the works, foreman or other authorized agent, require him to remove such tools, plant materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at the contractor’s expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Engineer-in-charge as to the expense of any such removal, and the amount of the proceeds and expenses and of any such sale be final and conclusive against the Contractor.

Clause 5—If the contractor shall desire an extension of the time for the completion of the work on the grounds of his having unavoidable hindrance in its execution or on any other ground, he shall apply in writing to the Engineer-in-charge within 30 days, of the date of the hindrance, on account of which he desires such extension as aforesaid and the Prof. I/C (E & C) Engineer-in-charge shall, if in his opinion (which shall be final) reasonable ground be shown, therefore, authorize such extension of time, if any, as may, in his opinion, be necessary or proper.

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Contractor

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Witness

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Engineer-in-charge
For Director N.I.T. KKR

Contractor to submit a return every month on any works claimed as extra.

*District rate mean the Kurukshetra Distt., rate of the Haryana P.W.D. schedule of rates 1988 issued by Chief Engineer Haryana, P.W.D. B&R.

Final Certificate

Clause 5-A – The contractor shall deliver in the office of the Engineer-in-charge on or before the 10th days of every month during the continuance of the work covered by his contract, a return showing details of any work claimed for as extra, such return shall also contain the value of such work as claimed by the contractor, which value shall be based upon the rate and prices mentioned in the contract or in the schedule of rates in force in the* District for the time being. The contractor shall include in such monthly return particulars of all claims of what ever kind and however arising, which at the date thereof he has or may claim to have against the Engineer-in-charge under or in respect of or in any manner arising out of the execution of work, and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any such claims not so included, whatsoever be the circumstances.

Clause 6 – Without prejudice to the rights of N.I.T. KKR under any clause hereinafter contained, on completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer of such completion, but no such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed or of which he may have had possession for the purpose of the execution, all scaffolding, surplus materials, and rubbish, and cleaning off the dirt on or before the date fixed for completion of the work; the Engineer-in-charge may at the expense of the contractor remove such scaffolding surplus rubbish and dispose off the same as he thinks fit and clean of such dirt aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred, shall have no claim in respect of any such scaffolding or surplus materials aforesaid except for any sum actually realized by the sale there-of.

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Contractor

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Witness

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Engineer-in-charge
For Director N.I.T. KKR

Clause 7—No payments shall be made for works, estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting bill thereof be entitled to receive a monthly payment proportionate to the part thereof, then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of, bad, unsound, and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the contractor, any part thereof in any respect of the acquiring of any claim, not shall it conclude, determine or affect in any way the powers of the Engineer-in-charge under these conditions, or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Payment on intermediate certificate to be regarded as advances.

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

Bill to be Submitted monthly

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Contractor

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Witness

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Engineer-in-charge
For Director N.I.T. KKR

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

Bills to be on printed forms.

Clause 10—If the specification of estimates of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge, (such materials and stores; and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract, specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such material and stores as required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of materials and stores so supplied and the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise, or against or from the security deposit, or the proceeds of sale thereof; if the same is held Govt. Securities, the same or a sufficient portion thereof being this case sold for the purpose. All materials supplied to the contractor shall remain the property of the contractor, but shall not on any account be removed from the site of the work without the written permission of the Engineer-in-charge and shall at all time be open to inspection by him. Any such material, unused and in perfectly good condition at the time of the completion or determination of the contract, shall be returned to the Engineer-in-charge store, if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such material unless with such consent and shall have no claim for compensation on account of any such material so supplied to him as aforesaid being unused by him, for any wastage in or damage to, any such materials.

Stores supplied by N.I.T. KKR

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Contractor

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Witness

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Engineer-in-charge
For Director N.I.T. KKR

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

Clause-11—The contractor shall execute the whole and every part of the work in most substantial and workmanlike manner and both as regards materials and otherwise in every respect in strict accordance with the specification. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours, and the contractor shall if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings and instruction as aforesaid.

Removal of employees workmen and foremen

Clause 11 (a)—The Engineer-in-charge shall have full powers at all times to object to the employment of any workman, foreman or other employee on the work by the contractor, and if the contractor shall receive notice in writing from the Engineer-in-charge requesting the removal of any such man or men from the works, the contractor shall comply with the request forthwith.

No such workman, foreman or other employee after his removal from the works by request of the Engineer-in-charge shall be re-employed or reinstated on the works by the contractor at any time, except with the previous approval in writing of the Engineer-in-charge

The contractor shall not be entitled to demand the reason from the Engineer-in-charge for requiring the removal of any such workman, foreman or other employee.

Alterations in specifications and designs

Clause 12—The Engineer-in-charge shall have power to make any alternation in, omission from additions to substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-in-charge and such alteration, omission, addition or substitution shall not invalidate the contract, and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, on the same rates as are specified

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Contractor

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Engineer-in-charge
For Director N.I.T. KKR

in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract, then such class work shall be carried out at the rates entered in schedule of rates of the Distt; subject to the same percentage above or below as for the items included in the contract; and if such class of work is not entered in scheduled of rates of the Distt., then the contractor shall, within seven days, of the date of his receipt of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work. If the Engineer-in-charge does not agree this rate he shall by notice in writing be at liberty to cancel his order to carry out such work, and arrange to carry it out in such manner as he may consider advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mention, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, decision of the Director of the N.I.T. KKR shall be final.

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

Clause 13—If at any time after the commencement of the work the N.I.T. KKR shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to have any payments or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, that which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim of compensation by reason of any

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Engineer-in-charge
For Director N.I.T. KKR

alternations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Clause 14—If it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with material of any inferior description or that any material or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work materials or articles complained of notwithstanding that the same may have been in advertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be, remove the materials or articles so specified and provide and other proper suitable materials or articles at his own proper charges and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then, the contractor shall be liable to pay compensation at the rate of 1% on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may, rectify or remove and re-execute the work or remove and replace with other materials or articles compound of as the case may be, at the risk and expense in all respects of the contractor.

Action and compensation payable in case of bad work

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

Works to be open to inspection.

Contractor or responsible Agent to be percent

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Engineer-in-charge
For Director N.I.T. KKR

Clause 16—The contractor shall give not less than five day's notice in writing to the Engineer-in-charge or his Subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of the measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is so covered up placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement, any work without the consent in writing of the Engineer-in-charge or his Subordinate-in-charge of the work, if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained of the same shall be uncovered at the contractor's expense; or in default thereof no payment or allowance shall be made for such work or the material with which the same was executed

Notice to be given before work covered up

Clause 17—If the contractor or his work-people or servants shall break, deface, injure or destroy any part of a building in which they may be working to, any building road fence, enclosure or grass land and cultivated ground continues to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress from any cause whatever or any imperfections, maintenance become apparent in it within **12 months** after a certificate final or other of its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expense or in default, the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expense of which the certificate of the Engineer-in-charge shall be final from any sums that may be then or at any time thereafter may become due to the contractor or from his security/ bank guaranty deposit or the proceeds of sale thereof or of a sufficient portion thereof.

Contractor liable for damage done and for imperfections for 12 months after certificate

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Contractor

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Witness

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Engineer-in-charge
For Director N.I.T. KKR

Clause 18—The contractor shall supply at his own cost all material (except such special materials, if any as may in accordance with the contract be supplied from the Engineer-in-charge's stores) plants, tools, appliances, implements, ladders, cordage, tackle, scaffoldings and temporary works requisite for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with carriage there to and from the work. The contractor shall also supply without charge the requisite person with the means & material as is necessary for the purpose of setting out work and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work of materials. Failing his so doing, the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceed of sale thereof or of sufficient portion thereof.

Contractor to supply plant ladders scaffolding etc.

The contractor shall also provide all necessary fencing all lights, required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

And be liable for damages arising from non-provision of lights, fencing etc.

Clause-18 (a)—The final bill of the contractor unless or until he furnishes to the satisfaction of the Engineer-in-charge a proof of the price of earth used for the works having been fully paid to owners of the land from which the earth was removed or of the matter having been amicably settled with them. The contractor shall also be liable to indemnify the N.I.T. KKR against all claims made, proceedings and action taken by any person in respect of the price of the earth removed by the contractor from his land for the work against all losses damages, and expenses which the N.I.T. KKR suffer or incur as a result of such claims

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Contractor

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Engineer-in-charge
For Director N.I.T. KKR

Clause 19—No female labour shall be employed within the limits of cantonment.

Labour

Clause 19 (A)—No labourer below age of 14 years shall be employed on the work.

Clause 19(B)—The contractor shall pay his labourer not less than the wages paid for similar work in the neighborhood.

Clause 20—No work shall be done on Sundays without the sanction in writing of the Engineer-in-charge.

Work on Sundays.

Clause 20 (A)—In every case in which by virtue of the provisions of section, 12, sub-section (1) of the Workmen’s Compensation Act 1923, N.I.T. KKR is obliged to pay compensation to a workman employed by the contractor, in execution of the works. N.I.T. KKR will recover from the contractor the amount of the compensations so paid; and without prejudice to the rights of N.I.T. KKR under section 12, sub-section (2) of the said Act. N.I.T. KKR shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by N.I.T. KKR to the contractor whether under this contract or otherwise.

Contractor liable for payments of compensation to injured workmen, or, in case death, to his relations.

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

Clause 21 – The contract shall not be assigned or sublet without the written approval of the Executive Engineer. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any insolvency proceeding or make any composition with his creditors or attempt to do so or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise shall either directly, be given, promised or offered by the contractor any of his servants or agents to any officer or person in the employment of N.I.T. KKR in any way relating to his office or employment if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of N.I.T. KKR, and the same consequences shall ensue as if the contract had been rescinded under clause 3

Work not to be sublet

Contract may be rescinded and security deposit forfeited for subletting, bribing or if contractor becomes insolvent.

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Contractor

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Engineer-in-charge
For Registrar N.I.T.

hereof, and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

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

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

Clause 22(A)—Any excess payment made to the contractor inadvertently or otherwise under this contract or on any account whatever and any other sum found to be due to N.I.T. KKR by the contractor in respect of this contract, any other contract or work order, any account whatever, may be deducted from any sum whatsoever payable by N.I.T. KKR to the contractor either in respect of contract or any work order or contract of any other account.

Deduction of amounts due to N.I.T. KKR on any accounts whatsoever to be permissible from sums payable to a contractor.

Clause 23 – In the case of a tender by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Changes in constitution of firm.

Clause 24—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Honorary Advisor, N.I.T. KKR for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Work to be under direction of Honorary Advisor.

Clause 25—No claims for payment of an extraordinary nature, such as claims for bonus, for extra labour, employed in completing the work before the expiry of the contractual period at the request of the Engineer-in-charge or claim for compensation where work has been temporarily brought to a standstill though no fault of the contractor, shall be allowed unless and to the extent that the same shall have been expressly sanctioned by the Board of Governors of the N.I.T. KKR.

Claims for payment of an extraordinary nature to be referred to N.I.T. KKR for decision.

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Engineer-in-charge
For Director N.I.T. KKR

Arbitration clause

Clause 25(A) (1) If any dispute of difference of any kind what so ever shall arise between the N.I.T., Kurukshetra/ his authorized agents and the contractor in connection with or arising out of the contract, or the execution of the work that is (i) Whether before its commencement or during the progress of the work or after its completion, (ii) and whether before or after termination, abandonment or breach of the contract; it shall in the first instance be referred to for being settled by the Executive Engineer-in-charge of the work at the time and he shall within a period of sixty days after being requested in writing by the contractor to do so, convey his decision to the contractor, and subject to arbitration as herein after provided, such decision in respect of every matter so referred shall be final and binding upon the contractor. In case the work is already in progress, the contractor will proceed with the execution of the work on receipt of the decision by the Executive Engineer-in-charge as aforesaid; with all due diligence whether he or the Director of N.I.T. Kurukshetra/ his authorized agent requires arbitration as here in after provided or not. If the Executive Engineer-in-charge of the work has conveyed his decision to the contractor and no claim to arbitration has been filed with him by the contractor within a period of sixty days from the receipt of letter communicating the decision, the said decision shall be final and binding upon the contractor and will not be a subject- matter of arbitration at all. If the Executive Engineer-in-charge of the work fails to convey his decision within a period of sixty days, after being requested, as aforesaid, the contractor may, within further sixty days of the expiry of first sixty days from the date on which request has been made to the Executive Engineer-in-charge requests the Director that the matters in dispute be referred to arbitration, as hereinafter provided.

(2) In case of any dispute or differences, in respect of which the decisions are not final and conclusive, the same shall be referred to arbitration by a sole arbitrator i.e. the Chairman, BOG, at the request in writing of either party, made in a communication sent through registered AD post. The arbitrator to whom the matter is originally referred being transferred or vacating his office, his successor in office, as such shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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Contractor

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Engineer-in-charge
For Director N.I.T. KKR

(3) It is also a term of this arbitration agreement that no person other than a person appointed by the N.I.T. KKR authorities shall act as arbitrator and if for any reason that is not possible the matter shall not be referred to arbitration at all. In all cases where the agreement amount awarded exceeds Rs. 25,000/- (Rupees Twenty Five Thousand only) the arbitrator must invariably give reasons for his award in respect of each claim and counter- claim separately.

(4) The arbitrator shall award separately giving his award against each claim and dispute raised by either party including any counter- claims individually and that any lump-sum award shall not be legally enforceable.

(5) The following matters shall not lie within the purview of arbitration.

(a) Any dispute relating to the levy of compensation as liquidated damages which has already been referred to the Director and is being heard or/ and has been finally decided by the Director, N.I.T. Kurukshetra.

(b) Any dispute in respect of substituted, altered, additional work/ omitted work/ defective work referred by the contractor for the decision of the Director if it is being heard or has already been decided by the Director, N.I.T., Kurukshetra.

(c) Any dispute regarding the scope of the work or its execution or suspension or abandonment that has been referred by the contractor for the decision of the Director, N.I.T.,Kurukshetra and has been so decided finally by the Director.

(6) The independent claims of the party other than the one getting the arbitrator appointed, as also counter-claims of any party will be entertained by the arbitrator not with standing that the arbitrator had been appointed at the instance of the other party.

(7) It is also a term of this arbitration agreement that where the party invoking arbitration is the contractor, no reference for arbitration shall be maintainable unless the contractor furnishes to the satisfaction of the Executive Engineer-in-charge of the work, a security deposit of a sum determined according to details given below and the sum so deposited shall on the termination of the arbitration proceedings, be adjusted against the cost, if any, awarded by the arbitrator against the claimant party and the balance remaining after such adjustment in the absence of any such cost being awarded, the whole of the sum will be refunded to him within one month from the date of the award:-

| Amount of claims | Rate of security deposit |
|--|---------------------------------|
| (i) For claims below Rs.10,000/- | 2% of amount claimed |
| (ii) For claims of Rs. 10,000/- and above and below Rs. 1,00,000/- | 5% of amount claimed |
| (iii) For claim of Rs, 1,00,000/- and above | 7 ½% of amount claimed |

The stamp fee due on the award shall be payable by the party as desired by the arbitrator and in the event of such party's default the stamp-fee shall be recoverable from any other sum due to such party under this or any other contract.

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Contractor

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Engineer-in-charge
For Director, N.I.T.,KKR

(8) The venue of arbitration shall be such place or places as may be fixed by the arbitrator in his sole discretion. The work under the contract shall continue during the arbitration proceedings.

(9) Neither party shall be entitled to bring a claim for arbitration if the appointment of such arbitrator has not been applied within 6 months:-

- (a) Of the date of completion of the work as certified by Executive Engineer in charge, or
- (b) Of the date of abandonment of the work, or
- (c) Of its non-commencement within 6 months from the date of abandonment, or written orders to commence the work as applicable, or
- (d) Of the completion of the work through any alternative agency or means after withdrawal of the work from the contractor in whole or in part and/ or its rescinding, or
- (e) Of receiving an intimation from the Executive Engineer-in-charge of the work that final payment due to or recovery from the contractor had been determined which he may acknowledge and/or receive Which ever of (a) to (e) above is the latest.

If the matter is not referred to arbitration within the period prescribed above, all the rights and claims of any party under the contract shall be deemed to have been forfeited and absolutely barred by time even for civil litigation notwithstanding.

(10) It is also a term of this arbitration agreement that no question relating to this contract shall be brought before any Civil Court without first involving and completing the arbitration proceedings as above, if the scope of the arbitration specified herein covers issues that can be brought before the arbitrator i.e. any matter that can be referred to arbitration shall not be brought before Civil Court. The pendency of arbitration proceedings shall not disentitle the N.I.T. KKR to terminate the contract and make alternative arrangements for the completion of the work.

(11) The arbitrator shall be deemed to have entered on the reference on the day he issued notices to the parties, fixing the first date of hearing. The arbitrator may from time to time, with the consent of the parties enlarge the N.I.T.KKR time for making and publishing the award.

(12) It is also a term of this arbitration agreement that subject to the stipulation herein mentioned, the arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration Act. 1940 or any other law in force for the time being.

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Engineer-in-charge
For Director, N.I.T. KKR

Clause 26—The contractor shall obtain from the stores of the Engineer-in-charge all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up articles, required thereof or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule attached to the contract and if they are not entered in the schedule- they will be debited at cost price which for the purpose if this contract shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Stores of European or American manufactures to be obtained from N.I.T.

Clause 26 (A)—Any fluctuations in railway rates which may occur during the subsistence of, and affecting freights of any material to be supplied under this contract shall be brought to the notice of the “Engineer-in-charge” by the contractor within fifteen days from such date without prejudice to the rights of N.I.T. KKR should the contractor fail to comply with the above requirement, any excess or short charge on account of such increase or decrease shall be credited to or recovered from the contractor. No alteration in contract rates shall be admissible in consequence of fluctuation in railway freight when such railway freight is on account of material, which is required by a contractor in the manufacture of an article to be supplied under this contract i.e. fluctuations in railway freight on coal required for burning bricks will not be taken in to consideration, or for an article which forms part of finished work for purposes of this clause. Similarly, no alteration in rates will be allowed when a manufactured article is transported by rail from place A to place B to form part of a finished work.

Fluctuations in railway freight.

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

Lump sum Estimates

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Engineer-in-charge
For Director N.I.T. KKR

Procedure where no specifications provided **Clause 28**—In the case of any class of work for which there is no such specification as is mentioned in Rule 1, such work shall be carried out in accordance with district specifications and in the event of there being no district specifications then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of Engineer-in-charge.

Definition of works **Clause 29**—The expression “works” or “work” where used in these conditions shall unless there be something either in the subject or context repugnant to such constructions, be construed and taken to mean the works by or by virtue of the contract, contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

Clause 30—The percentage referred to at page (3) of the tender will be calculated on the gross amount (value of finished work including cost of material whether purchased from Govt. or direct) or (1) the items of work to which the rates in the tender apply and also (2) the items of work for which rates exist in the Schedule of rates of the state Haryana.

Clause 31—The terms and conditions of the agreement have been explained to me/us and I/we clearly understand them.

Clause-32- The schedule of additional conditions Haryana Public works department, contractor labour regulations, fair wage clause and the rules for protection of health and N.I.T. any arrangements for workers employed by N.I.T. KKR or its contractor shall be deemed to be part of this contract and any breach thereof shall be deemed to a breach of this contract.

Clause 33— 4% sale tax, 2% income tax + surcharge and 1% Labour Cess as applicable or all taxes as applicable from time to time will be deducted from gross amount of each bill of the agency/ contractor.

Clause 34—The expression “XEN”, “Executive Engineer” and Engineer-in-charge be construed and taken to mean the Executive Engineer N.I.T., Kurukshetra.

Jurisdiction **Clause 35**—Notwithstanding any other provision, all legal proceedings in respect of this contract would be subject to Jurisdiction of Courts at Kurukshetra.

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Engineer-in-charge
For Director, N.I.T. KKR

CHAPTER NO. 4
SCHEDULE SHOWING (APPROX.) MATERIAL IF SUPPLIED FROM THE
NIT, CONSTRUCTION BRANCH

Schedule showing (approximately) material if supplied from the N.I.T. KKR
Construction Branch for works contracted to be executed and the rates at which they are
to be charged for

| Particulars | Rates at which the material will Be charged to contractor | Place of delivery |
|-------------|--|-------------------|
|-------------|--|-------------------|

No material will be issued from the NIT, Kurukshetra stores.

CONDITIONS

1. No claim whatsoever on account of delay in procuring the material will be entertained by the N.I.T. KKR
2. No claim will be entertained for damage or loss of material in custody of the contractor due to rains, floods or any other acts of God.
3. All material procured & brought at site will be as per PWD specification/ISI standards.
4. **Cement:** - only Ordinary Portland Cement (OPC) will be used.
5. The material will be got tested in the NIT, laboratory. If test facility is not available in NIT, Kurukshetra Laboratory, the same shall be got done from some other Govt., approved/recognized laboratory.

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Engineer-in-charge
For Director N.I.T.KKR

**DNIT FOR PROVIDING & LAYING VITRIFIED FLOOR
TILES IN VARIOUS DEPTT. OF THIS INSTITUTE AT NIT,
KURUKSHETRA**

| Sr. No. | Description | Unit | Qty. Approx |
|--------------------|---|-------------|------------------------|
| 1 | Providing & laying polished vitrified floor tiles of NAVEEN, EURO, NITCO, BELL, MARBONITE or equivalent make as approved by the Engineer-in-charge of size 60cm x 60cm (Approx.) (thickness to be specified by the manufacturer) in flooring, skirting etc. with water absorption less than .08% and in all colours & shades, laid on adhesive/ tile fixer of reputed manufacturer like Favimate Excel, Latticrete, Bal-Endura including grouting the joints with white cement and matching pigments etc. complete in all respects as per the satisfaction of the of Engineer-in-charge. Removal of existing skirting wherever required and necessary repairs etc. will be the part of the job. | Sqm | 4300.00 |

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Engineer-in-charge
For Director N.I.T.KKR

EXPLANATORY NOTES

1. The above rates are for complete work including cost of all materials, labour tools and plants and water etc., unless otherwise specified.
2. All other such items not covered by the Haryana PWD schedule of rates 1988, corrected upto date carried out, if any, will be paid for as per Haryana PWD schedule of rates 1988, corrected upto date subject to the accepted tendered premium/abatement given by the contractor.
3. All clauses given in the Haryana PWD schedule of rates 1988, with up-to-date correction slips shall be applicable to all above items where-ever necessary.
4. The description, rates, units, etc. of above schedule, shall be corrected as per Haryana PWD schedule of rates 1988, in case of any error or omission.
5. Chapter numbers with items referred to above are of Haryana PWD schedule of rates 1988, corrected upto date.
6. The whole work shall be carried out strictly in accordance with the Punjab PWD specifications book 1990 edition as applicable to Haryana State with upto date correction slips.
7. No premium shall be payable on the items which are not provided in the Haryana PWD schedule of rates, 1988, corrected upto date.
8. Samples or all building materials, doors and windows, fittings and other articles required for use on the work shall be got approved from the Engineer-in-charge. Articles manufactured by firms of repute, approved by the Engineer-in-charge shall only be used. Only articles classified as 'First Quality' by the manufacturers shall be used. Articles which are not 'First Quality' shall be rejected by the Engineer-in-charge. Preference shall be given to those articles which bear ISI certificate mark. In case, articles bearing ISI certification mark are not available, the quality of samples brought by the contractor shall be judged by the standards laid down in the relevant ISI specifications. All materials and articles brought by the contractor to

the site of work for use shall conform to the samples approved, which shall be preserved till the completion of work. Final decision to reject any material shall rest with the Engineer-in-charge. Material will be got tested in the NIT, Kurukshetra, Laboratory. If test facility is not available in NIT, Kurukshetra Laboratory, the same shall be got done from some other Govt. approved/recognized laboratory.

9. The contractor shall provide suitable measuring & weighing arrangements at site for checking of various articles brought by him to ensure mixing in specified proportions.
10. The contractor shall provide such recesses, holes, openings etc. as directed by Engineer-in-charge, as required for the Electrical/Sanitary work and nothing shall be payable on this account.
11. Thickness of RCC shall be measured and paid for as per structural sizes designed.
12. Steel used in supports, spacers and for hooks and overlaps which are not approved i.e. which are not provided according to the drawing or the instructions of Engineer-in-Charge shall not be measured for payment.
13. Wherever there is provision for flush doors only doors as bear the ISI certification marks and arranged from manufacturer of good repute shall be accepted. In case flush doors bearing ISI certification marks are not available in the market flush doors conforming to ISI specification and arranged from manufacturers of good repute shall only be accepted.
14. Steel butt hinges shall strictly conform to Indian standards specification, ISI-1341-1970 (Latest edition) and dimensions given in table 2 for medium weight cold rolled mild steel butt hinges of the above specifications. Hinges shall be of good workmanship and manufactured by the firm of good repute.
15. Analysis of rates for non-schedule items which are not provided in the Notice Inviting Tender/Haryana PWD Schedule of Rates, 1988 corrected upto date shall be payable as per actual lowest material

rates from the recognised public market suitable to the executing Division and wages of labour as applicable at the time of execution of work, plus admissible contractor's profit and overhead charges. For such items of materials, the contractor shall be required to produce original vouchers which shall be subjected to verification by the Engineer-in-Charge, if deemed necessary. The rates for Non-schedule items shall be approved by the competent authority. Tender with the condition regarding steel work to be done at labour rates shall be considered invalid and rejected straightway.

- 16. Tender with condition regarding steel work to be done at labour rates shall be considered invalid and rejected straight way.
- 17. The Quantities of items given in the Schedule are tentative. These can be increased or decreased as per working architectural drawings/structural drawings.
- 18. For quality control, the contractor shall be required to use cement concrete mix giving a minimum cube strength as may be prescribed in the relevant structural drawings of work/IS codes. For cement concrete and cement mortar work and other items the tests should be regularly carried out as per procedure laid down in relevant ISI and other codes at the expense of the contractor. The rates provided in the Haryana PWD Schedule of rate, 1988 include the cost of such testings.
- 19. Irrespective of what is stated in para 6 of General rules of Haryana PWD schedule of rates, 1988, no carriage of cement, steel and bricks or any other type of material shall be admissible irrespective of lead involved.

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Contractor

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Witness

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Engineer-in-charge
For Director N.I.T.KKR

CHAPTER No. 6

SCHEDULE OF ADDITIONAL CONDITIONS

1. Upon completion and before offering the work for acceptance, the contractor shall remove all false work, excavated and useless materials, rubbish temporary building constructed by him and shall leave the site adjacent area in a neat and clean condition to the entire satisfaction of the Engineer-in-charge
2. The Executive Engineer, reserves the option to take away any item of work or any part thereof at any time during the currency of the contract and re-allot it to any other agency with due notice to the contractor without liability of any kind or payment of any compensation..
3. The contractor has to make his own arrangements for water, electricity, cement steel, bitumen 80/100 penetration, bricks, wood and any other material/item of work required directly or indirectly for completion of the work, except the material if any issued by the N.I.T. KKR.(see page).
4. No claim shall be entertained on account of increase in price of labour and material due to any cause whatsoever.
5. 10% security shall be refunded after 12 months of the date of completion of work to the satisfaction of Engineer-in-charge
6. In case of emergency, the contractor shall be required to pay his labour every day and if this is not done N.I.T. KKR will make the requisite payment and recover the same from the contractor.
7. Actual quantities of completed and accepted work shall only be paid.
8. No pits shall be dug by the contractor near the site of work or within road land/ N.I.T. KKR land for making out earth for use on the works. In case of default, the pits so dug will be filled in by the department at the cost of the contractor plus fourteen percent departmental charges.
9. The rates to be quoted by the contractor shall be inclusive of octroi, terminal tax, royalty and all other taxes and charges. These are for complete work in all respects.
10. The contractor shall not be entitled for any payment on account of work done till he signs his agreement.
11. Nothing extra shall be paid for any lead and lift unless otherwise specified for any material required directly or indirectly and the rates to be given in the tender should include all leads in the contract schedule.
12. The contractor shall be responsible for any/all losses of material, damage done to unfinished work as a result of floods and other acts of God. The N.I.T. KKR will not be responsible for any compensation as a result of such damage or loss to the contractor and the contractor shall be liable to set right such damage at his own cost to the satisfaction of the engineer-in-charge.

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Contractor

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Witness

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Engineer-in-charge
For Director N.I.T. KKR

13. The royalty, sales tax and other taxes, if any shall be paid by the contractor direct to the respective department in accordance with the rules and regulation in force from time to time without intervention of the N.I.T. Kurukshetra. The N.I.T. KKR will however deduct any such taxes as directed/imposed by the Central/State Govt. form time to time from the bills/ payments due to the contractors.
14. Amount of work may be increased or decreased and any item omitted and substituted in accordance with the requirements of the N.I.T. departments and no claim on this account shall be entertained.
15. Contractor shall be responsible to provide to the entire satisfaction of the Engineer-in-charge at his own expenses the following amenities for the labour employed by him.
 - a. Suitable temporary hutting accommodation.
 - b. Trench latrines, bathing enclosures, platforms separately for men and women and their regular cleanliness.
 - c. Clean drinking water.

In the event of his failure to provide any or all of the amenities the same shall be provided by the N.I.T. KKR and cost thereof shall be recovered from the contractor. Any dispute regarding above points shall be settled by the Engineer-in-charge and his decision shall be final.
16. The contractor shall be responsible for housing, sanitation and medical treatment of labours employed by him and shall abide by all the rules and regulations made by Govt. in this behalf from time to time.
17. For contractor's labour regulations fair wage clause and rules for protection of health and sanitation arrangements for workers employed by the N.I.T. KKR or its contractor's, reference be made to chapter 7,8 and 9 respectively.

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Contractor

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Engineer-in-charge
For Director N.I.T. KKR

18. (1) The contractor shall be responsible, for loss or damages to any material if issued to him by N.I.T. KKR for any cause whatsoever. In case, the material such as cement, steel or any other commodity issued to the contractor by the Engineer-in-charge for use directly on the aforesaid work is not utilized for the purpose for which it is issued and is otherwise disposed of by him or spoiled or lost or allowed to get deteriorated or used in excess of the quantity actually required to be used as per specification herein stipulated of those fixed by the Engineer-in-charge, the cost of such quantity of that materials shall, without prejudice to other rights and remedies available to N.I.T. KKR, be recoverable from the contractor at double the rate at which it is agreed to be supplied to the contractor.
- (2) The recovery from contractor for the material consumed in excess or in short of the original requirements as per specifications herein stipulated or otherwise fixed by the Engineer-in-charge, other than the variation to be regulated by the preceding clause, shall be dealt with as under: -

A. FOR EXCESS CONSUMPTION OF MATERIALS:

- (i) Up to 5% (Five percent) No action is called for.
- (ii) Above 5% (Five percent) if actual consumption exceeds theoretical consumption by more than 5% (Five percent) recovery shall be made for the excessive of material beyond initial five percent at double the rate at which it is agreed to be supplied to the contractor.

B. FOR SHORT CONSUMPTION OF MATERIALS:

Where the actual consumption of material is short by 5 % or less, no action shall be taken when the work is executed on labour rates or departmentally, where the work is done on through rate basis and actual consumption of cement works out to be less up to 5% than the theoretical consumption, the cement so saved shall be returned in good condition by the contractor to the stores and recovery of cost of (material thus saved shall be made from the contractor at the issue rates) subject to the condition that the use of cement less the prescribed norms will not affect the specifications, quality and strength. It has also to be certified by the J.Es, A.Es/EO and XEN that the work has been carried out strictly in accordance with the relevant specifications. When the consumption of material is short by more than 5% and the work is done on through rate basis, the rates on items shall be reduced or where it is not possible to determine the correct items on which short material has been used, the cost of material used shall be recovered from the contractor at double the issue rate. When the work is done departmentally or on labour rates and the consumption is short by more than 5%, the Executive Engineer shall bring to the notice of the competent authority all such cases, for suitable action against defaulting N.I.T. KKR officials and contractor as he may deem fit. The N.I.T. KKR reserve the right to take any other deterrent action, which the N.I.T. KKR deems fit against the contractor. The decision of the competent authority in this matter shall be final.

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Contractor

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Witness

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Engineer-in-charge
For Director N.I.T. KKR

It is also to be determined whether the stability of the structure is affected adversely by short consumption of materials and in cases where it is felt that it is likely to affect the work shall be rejected. The decision of competent authority in this regard shall be final.

19. Should the tenderer modify or withdraw his tender without the written concurrence of the Executive Engineer within 90 (ninety) days from the date of tender, he is liable to be black-listed besides forfeited of earnest money and other penalty envisaged in the tender form.

20. No claim of any kind whatsoever shall be entertained for any and all the losses of damages to the contractor due to the completion of the work getting delayed due to the failure or delay on the part of the N.I.T. KKR under the terms and conditions of the contract.

21. **Apprentice Act:-** The contractor shall comply with the provisions of the Apprentice Act, 1961 and the rules and orders issued there under from time to time. If the contractor fails to do so his failure will be breach of the contract and the N.I.T. KKR Engineer may at his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.

22. If for the execution of the work, the contractor will engage imported labour, he shall immediately inform the local health authority entrusted with the work of eradication of malaria for their (Labourers) inclusion in the surveillance operation and for getting their blood examined from the aforesaid authorities in order to exclude malaria positive.

23. Imported labour means Labour belonging to a state other than Haryana State.

24. All material left at site by the contractor for a period of one month after the completion of work shall become the property of the N.I.T. KKR and contractor shall have no claim whatsoever for such material.

25. The contractor shall supply at his own cost and expenses all labour materials etc. for labour and checking of any portion of the work during construction, whatsoever required by the Engineer-in-charge for his representative and nothing extra shall be paid for services.

26. The contractor shall not remove from the site of work without the written permission of the Engineer-in-charge any material which has been issued to him for use on the work.

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Contractor

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Engineer-in-charge
For Director N.I.T. KKR

27. The contractor shall maintain at site of work full details of specification of the work fixed by the Engineer-in-charge and all approved drawings of the work.

28. Nothing extra shall be paid to the contractor for diversion of water channels, stream if it becomes necessary for the execution and completion of the work.

29. Income tax will be deducted from the bill of the contractor according the section 194-C of the Income Tax 1961 and instructions from time to time. Sales tax and other taxes will be deducted as required by the State Govt.

30. In case of delay in supply of cement, steel or any other material agreed to be supplied by the department as per details in the N.I.T. or failure to supply the required quantity in time for execution of the work, the contractor shall not be paid any compensation from any or resultant effects or losses.

31. The contractor shall employ a duly accredited and experienced resident Engineer as his agent in charge of the Execution of work. Instructions given by the Engineer-in-charge or his authorized representative to the agent shall have the same force as instructions given to the contractor.

32. The contractor will not have any claim in case of delay by the N.I.T. KKR for removal of tree or shifting, raising, removing of telegraph, telephone or electric lines (Overhead or underground) and other structure, if any, which comes in the way of the work.

33. Relation with Public Authorities

The contractor shall comply with all legal orders and directions given from time to time by any local or public authorities and shall payout of his own money, the fees or charges to which he may be liable.

34. Occupation of Additional Lands

In case, when it becomes necessary for the due fulfillment of the contract for the contractor to occupy land outside the N.I.T. KKR limits, the contractor shall make his own arrangements with the landowners and pay such amounts, as may be mutually agreed upon by them.

35. No claim by the contractor for additional payment will be allowed on the ground of any misunderstanding or misapprehension in respect of any such matter or otherwise or on the ground of any allegation or fact that incorrect information was given to him by any person whether in the employment of the N.I.T. KKR or not, or of the failure on his part to obtain correct information nor shall the contractor be relieved from any risk or obligations imposed on or undertaken by him under the contract on any such ground or on the ground that he did not or could not foresee any matter which may in fact, effect or have affected the execution of the work.

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Contractor

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Engineer-in-charge
For Director N.I.T. KKR

36.1 During the absence on work of the Engineer-in-charge he shall be represented by one of his subordinates whose duties are to watch and supervise the works, to test and examine any materials to be used or workmanship to ensure that the works are performed in conformity with the plans, estimates and specifications in all respects and to keep Engineer-in-charge informed of the progress of the works and the manner in which they are done. The Engineer-in-charge may from time to time delegate any of his powers and authorities vested in him to the departmental representative in writing.

36.2 The Institute representative shall have no authority to alter or waive the provisions of plans and estimates and specifications or to relieve the contractor of any of his duties or obligations under the contract. He shall however, have the authority to inform the contractor in writing to replace any materials considered defective and to re-do or rectify any work improperly performed or not according to plans and estimates or specifications in his judgment and the contractor shall comply.

36.3 Failure of the Institute Representative to disapprove any work or materials shall not prejudice the power of the Engineer-in-charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof. If the contractor shall be dissatisfied by reason of any decision of the departmental representative, he shall be entitled to refer the matter to the Engineer-in-charge who shall thereupon, confirm or reverse such a decision.

36.4 The Contractor shall give or provide all necessary; constant and whole-time superintendence during the execution of the works and as long thereafter as the Engineer-In-charge may consider necessary by either;

(i) Personally superintending the work himself

OR

(ii) Employing a skilled and qualified Resident Engineer thoroughly experienced in the type of work to be executed and fully authorized to receive and execute on behalf of the contractor, orders, instructions or directions of the Engineer-in-charge without delay and to promptly supply such materials, labour, equipments, tools and incidentals as may be required

37.1 The Contractor will be held strictly responsible to the true intent of the specification in regard to quality of materials, workmanship and the diligent execution of the contract.

37.2 All materials and each part of detail of the work shall be subject to all times to inspection by the Engineer-in-charge, departmental representative or other authorised subordinates, who shall be furnished with responsible facilities and assistance by the contractor for ascertaining whether or not the work as performed or the materials used are in accordance with the requirements and intent of the plan and specifications:

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Contractor

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Engineer-in-charge
For Director N.I.T. KKR

37.3 The contractor shall furnish written information to the Engineer-in-charge stating the original source of supply and dates of manufactures of all materials manufactured away from the actual site of work. This information shall be furnished at least two weeks (or such other period as may be detected by the Engineer-in-charge) in advance of the incorporation of any such material in the works.

*37.4 The contractor shall also inform the Engineer-in-charge in writing when any portion is ready for inspection giving him sufficient notice to enable him to inspect the same without retarding the further progress of the work.

*37.5 Any work done or materials used without supervision or inspection by the Engineer-in-charge or the departmental representative is liable to be ordered to be removed and replaced at the contractor's expenses.

*37.6 If so directed, the contractor shall at any time before the acceptance of the work, remove or uncover such portion of the finished work as may be directed. After examination, the contractor shall restore the said portion of the work to the standards required by the specifications. The work shall not be considered to have been completed in accordance with the terms of the contract until the Engineer-in-charge shall have certified in writing that it has' been completed to his satisfaction. No approval of materials or workmanship or approval of part of the work during the progress of execution shall bind the Engineer in any way or affect his power to reject the work when alleged to be completed or to suspend the issue of his certificate of completion until such alterations or modifications or reconstructions have been effected as shall enable him to certify that the work has been completed to his satisfaction.

37.7 The inspection of the work or materials shall not relieve the contractor of any of his obligations to fulfill terms of the contract as herein prescribed by the plans and specifications.

*37.8 Failure to reject any defective work or material will not in any way prevent later rejection when such defect is discovered or obligate the department to make final acceptance.

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Contractor

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Engineer-in-charge
For Director N.I.T. KKR

*38.1 Unless otherwise provided in the contract documents materials such as rubble, gravel, sand, murrum Kankar, earth, soil etc, obtained from excavation and materials obtained by dismantling any existing structures shall remain the property of the N.I.T. KKR. When deemed fit, the Executive Engineer-in-charge may 'with the approval of competent authority permit the use of such materials on the work in substitution of materials which the contractor would have otherwise provided subject to the condition that a suitable deduction shall be made in the rate of the items in which such materials are used.

*38.2 Any trees, branches, bushes, crops etc. which may be required to be cut during the execution of the work shall be handed over to the N.I.T. KKR or disposed of as directed.

*39. The contractor shall be required to keep at the site of the work the following Technical staff as under: -

When a work costing Rs.2 lacs and above up to Rs. 5 lacs is under execution

One qualified Engineer (Diploma Holder) with at least 5 years experience.

When a work costing more than Rs.5 lacs is under execution.

One qualified Engineer (Degree Holder) with at least 5 years experience with suitable supplementary staff according to the requirement of work.

*40. N.I.T. KKR shall not be responsible for any depreciation in the value of securities, nor for any loss of interest thereon.

*41. Canvassing in connection with a tender in any form renders the tender liable to rejection.

*42. In case of any discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.

*43. If there are varying or conflicting provisions made in any document forming part of the contract the accepting authority shall be the deciding authority with regard to the intention of the document.

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Contractor

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Engineer-in-charge
For Director N.I.T. KKR

44. If, however, the contractor seeks some assistance from the N.I.T. KKR in connection with arranging water/electric connection from the public utility service authorities, for the purposes of N.I.T. KKR work such assistance only to the extent of writing a letter from the Engineer-in-charge to the authority concerned for giving such connection may be provided. All charges etc. shall be borne by the contractor.

The N.I.T. KKR may, on application of the contractor, issue essentiality certificate for diesel/petrol (if it becomes a controlled commodity) required for carriage of materials to be used on the work, but the N.I.T. KKR will not undertake any responsibility for the arrangement of such petrol/diesel. Non-availability of any such material will not absolve the contractor of his contractual obligation.

45. The N.I.T. KKR reserves the right to cancel the contract ex-party if the contractor fails to abide by any of the terms and conditions of the contract.

46. In case of cancellation of the contract the N.I.T. KKR shall continue the work at the risk and cost of the contractor.

47. The arbitration comes into existence only if the Para 45 and/or 46 is disputed.

48. A tenderer shall be deemed to have full knowledge of all the relevant documents, samples site etc., whether he inspects them or not.

49. The contractor shall comply with the provision of apprentice act, 1961, and the rules and orders issued there under from time to time and if he fails to do so his failure will be breach of contract. The Director may at his discretion cancel the contract. The contractor shall also be liable for any pecuniary liabilities arising on account of violation of the provision of Act, by him.

50. Where so ever specific makes have been mentioned in the schedule of work, these will supercede as mentioned else where.

51. Analysis of rates for non schedule items i.e. items which are not provided in the schedule of notice tender/schedule of rate will be based on the rates of material and wages of labour provided in the HSR-1988 with an admissible contractor's profit and overhead charge plus tendered premium abetment. In case such rates of material and wages of labour involved in the non-schedule items are not provided in the HSR, the same will be payable as per actual lowest market rates and as per admissible contractor's profit and overhead charges. For such items of material, the contractor will be required to produce original quotation/vouchers, which will be subject to verification, by the Engineer-in-charge. If deemed necessary, the rate of non-scheduled items will be approved by the competent authority and his decision will be binding to the contractor.

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Contractor

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Engineer-in-charge
For Director N.I.T. KKR

52. The rates of bus bars included the cost of all materials labour required to complete the job in all respects including thimbles etc. of the same material as that of bars. The support of bars will be made of best porcelain. No extra payment in this regard will be given.

53. Bakelite sheet of Hylam/Sunlam/Formica make only will be used at site.

54. No road cut charges shall be paid.

55. The contractor will be responsible for getting inspected/passed the electrical sub-station from the Chief Electrical Inspector Haryana Chandigarh and he will also make necessary payments of fees for this purpose to that office. The NIT Kurukshetra will, however, render necessary assistance to the contractor in this regard.

56. The tenderer must be a A-Class Electrical license holder of Chief Electrical Inspector of Haryana for execution 11KV works and is specialized for doing the work and he should be enlisted as class IV and above class electrical contractor with the department.

57. All MCCBs upto 220 amp. Will have 25 K.A. minimum breaking capacity and above 220 amp. MCCBs 50 K.A. minimum breaking capacity. All MCCBs will have electronic and rotory control duly interlocked.

58. Before fabrication of the panal boards, the schematic drawing shall have to be got approved from the Engineer-in-charge before proceeding further.

59. Colour coding: Following colour coding will be followed in wiring:

| | | |
|---------|---|--------------------------------------|
| Phase | - | Red/Yellow/Blue (three phase wiring) |
| Live | - | Red (single phase wiring) |
| Neutral | - | Black |
| Earth | - | Green |

60. The contractor will be responsible for co-ordinating the activities of all works and will ensure progress of works as per laid down programme.

61. The contractor will submit completion plan separately in triplicate on blue print with one set on tracing cloth within 30 days of the completion of the work.

62. The contractor will submit completion certificate alongwith test reports after completion of work.

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Contractor

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Engineer-in-charge
For Director N.I.T. KKR

63. The copper conductor wires should confirm to IS-694 as amended upto date only standard FRLS copper conductor wires of desired make will be used (as per list attached of approved makes.)

64. Only ISI marked (if otherwise mentioned) wires, switches, sockets outlets, ceiling rose, lamp holders and conduit accessories will be used. These will be got approved from the Engineer-in-charge before use at site (as per list attached of approved makes).

65. To facilitate drawing of wires 16/18 SWG G.I. fish wire will be provided alongwith laying of recessed conduit for which no extra payment will be made to contractor.

66. Conduit and termination to SDB and main board adapter box i/c connection wires to MCBs inter connection between SDB and main board etc. will be included in the tendered rates and nothing extra will be paid for the same.

67. The contractor will submit the test reports of the material and wiring as required by the Engineer-in-charge time to time from the authorised agency/license holder.

68. Meb's & enclosure etc. will be installed of one make only.

69. The rates mentioned in the NIT are for complete item including cost of accessories material, labour, tool's plant water electricity bill etc. Unless otherwise specified, no extra payment for the same will be made.

70. The contractor shall provide suitable measuring arrangement at site for checking & measuring for various items.

71. The tenderer must either he himself be holder of licence of 'A' Class Electrical contractor granted under rule 45 of the Indian Electricity Rules 1956 by chief Electrical Inspector Haryana, is enlisted with electrical wing of the deptt. in appropriate category and is specialist for doing these type of work or he must sublet the electric work to a sub-contractor possessing the above qualifications. The subcontractor will be done with the written approval of the Director NIT, Kurukshetra.

72. The contractor will install all the material from the list of approved make in the NIT, if any make in not available the material should be approved from the NIT, Kurukshetra.

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Contractor

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Engineer-in-charge
For Director N.I.T. KKR

73. The contractor must employ the following staff while canying out electrical work
- (i) When work costing more then 50,000/- to : One qualified Elect. J. E.
Rs. 2.00 Lacs is under execution
 - (ii) From 2.00 Lacs to 5.00 Lacs : One qualified Elect. J. E.
with Five Years experience.
 - (iii) Above 5.00 Lacs : One qualified Elect. degree
holder with Five Years
experience

74. The fan boxes should be 16 guage and anodized for which no extra payment will be made.

75. The contractor must ensure preparation and submission of the pipe diagram, wiring diagram, key diagram and cable diagram etc. as required vide PWD specification Chapter No.31.6.

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Contractor

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Engineer-in-charge
For Director N.I.T. KKR

CHAPTER No.7
N.I.T. KKR Construction Branch
Contractor's Labour Regulations

1. **Short Title** :- These shall be the same as for Haryana P.W.D. Contractor's Labour Regulations as detailed below. The words P.W.D. and Haryana Government shall be substituted by N.I.T. KKR Construction Branch and National Institute of Technology Kurukshetra authority respectively.

2. **Definitions** :- In the regulations, unless otherwise expressed or indicated, the following words and expressions shall have meaning hereby assigned to them respectively that is to say:-

- (1) "Labour" means workers employed by N.I.T. KKR Construction Branch contractor directly, or indirectly through a sub-contractor or other person or by an agents on his behalf
- (2) "Fair Wages" means wages whether for time or piece work notified from time to time for the area and where such wages have not been so notified, the wages prescribed by the Haryana Public Works Department for the district in which the work is done.
- (3) "Contractor" shall include every person whether a sub-contractor or agent, employing labour on the work taken on contract.
- (4) "Wages" shall have the same meaning as defined in the payment of wages Act, 1936 and includes time and piece rate wages.

3. **Display of notices, regarding wages, etc.** :- The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition in conspicuous places on the work notice in English and in the local Indian language spoken by the majority of the workers giving the fair wages notified or prescribed by the Haryana Works Department and the hours of work for which such wages are earned.

4. Payments of wages:

- (i) Wages due to every worker shall be paid to him direct.
- (ii) All wages shall be paid in current coin or currency or in both.

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Contractor

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Engineer-in-charge
For Director N.I.T. KKR

5. Fixation of wages period:

- (1) The contractor shall fix wage periods in respect of which the wages shall be payable.
- (2) No wage period shall exceed one month.
- (3) Wages of every workman employed on the contract shall be paid before expiry of ten days after the last day of the wage period in respect of which the wages are payable.
- (4) When the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the day succeeding the one on which employment is terminated.
- (5) All payments of wages shall be made on a working day.

6. Wage Book and Wages Slips etc.

- (1) The contractor shall maintain a Wage Book of each worker in such form as may be convenient but the same shall include the following particulars:
 - (a) Rate of daily or monthly wages.
 - (b) Name of work on which employed.
 - (c) Total Number of days worked during each wage period.
 - (d) Total amount payable for the work during each wages period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wages actually paid for each wage period.
- (2) The contractor shall also maintain a Wage Slip for each worker employed on the work.
- (3) The authority competent to accept the contract may grant an exemption from the maintenance of Wage Book and Wage Slips to a contractor who, in his option, may not directly or indirectly employ more than 100 persons on the work.

7. Fines and deductions which may be made from wages:

- (1) The wages of a worker shall be paid to him without any deduction of any kind except the following :
 - (a) Fines.
 - (b) Deductions for absence from duty, i.e. from the place or places where by the terms of his employment he is required to work. The amount of deductions shall be proportionate to the period for which he was absent.

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Contractor

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Engineer-in-charge
For Director N.I.T. KKR

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

(d) Any other deductions which the N.I.T. KKR may allow from time to time.

- (2) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fine or deductions.
- (3) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the wage payable to him in respect of that wage period.
- (4) No fine imposed on any worker shall be recoverable from him by installments or after the expiry of 60 days from the date on which it was imposed.

8. Register of fine etc:

- (1) The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
- (2) The contractor shall maintain a list in English and in the local Indian language, clearly defining acts and commission for which penalty of fine can be imposed. He shall display such list and maintain it in clean and legible conditions in conspicuous places on the work.

9. Preservation of Books:- The wage book, the wage slips and the register of fine deduction, required to be maintained under these regulations shall be preserved for 12 months after the date of the last entry made in them.

10. Powers of Labour Welfare Officers to make investigations or enquiry :-

The labour Welfare officer or any other person authorized by the Haryana Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the wage clause and provisions of these regulations. He shall investigate into any complaint regarding the default made by the contractor or sub contractor in regard to such provision.

11. Report of Labour Welfare :-

The labour Welfare Officer or any other person authorized aforesaid shall submit a report of the result of his investigations or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed and the amount of fine recoverable in respect of the acts to acts of commission and omission of the labourer with a note that necessary deduction from the contractor's bill be made and the wages and other dues be paid to the labour concerned.

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For Director N.I.T. KKR

12. Appeal Against the decision of Labour Welfare Officer:-.

Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Labour Commissioner, but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

12A. No party shall be allowed to be represented by a lawyer during any investigation, enquiry, appeal or any other proceedings under these regulations.

13. Inspection of register: - I

The contractor shall allow inspection of the Wage Book, Wage Slips to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Welfare Officer or any other person authorized by the Haryana Government in his behalf.

14. Submission of returns:-

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

15. Amendment:-

The Haryana Government may, from time to time, add or amend these regulations and on any question as to the application interpretation or effect of these regulations, the decision of the Labour Commissioner, Haryana Government, or any other person authorized by the Haryana Government in that behalf shall be final.

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CHAPTER No.8
FAIRWAGE CLAUSE

(a) The contractor shall pay not less than the fair wage to labourers engaged by him on the work.

Explanation : - 'Fair Wage' means wage whether for time or piece of work notified from time to time for the area and where such wages have not been so notified, the wages prescribed by the P.W.D. B&R Branch Haryana, for the district in which work is done.

(b) The contractor shall, notwithstanding the provisions of any agreement to the contrary, cause to be paid fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been directly employed by him.

(c) In respect of all labour directly or indirectly employed on the work for the performance of the contractor's part of his agreement the contractor shall comply with or cause to be complied with the Haryana P.W.D. Contractor's Labour Regulations made by the Government from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage register, wage book, wage slip, publication of wages and other terms of employment inspection and submission periodical returns and all other matters of such like nature.

(d) The Executive Engineer or the Asst. Engineer concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the condition of the contract for the benefit of the workers, non-payment of wages which are not justified by the terms of the contract or for non-observance of the regulations referred to in clause (c) above.

(e) Vis-a-vis, the N.I.T. KKR Construction Branch, contractor shall be primarily liable for all payments to be made under and for the observance of the regulations, aforesaid without prejudice to his right to claim indemnity from his sub-contractor.

(f) The regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

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For Director N.I.T. KKR

CHAPTER No.9

RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY THE CONTRACTORS OF NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA

The contractor shall at his own expense provide or arrange for the provision of footwears for any labour doing cement mixing work (the contractor has undertaken to execute under his contract) to the satisfaction of the Engineer-in-charge and on his failure to do so, N.I.T. KKR shall be entitled to provide the same and recover the cost thereof from the contractor.

The contractor shall submit by the 4th and 19th of every month to the Executive Engineer a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively (i) the number of labourers employed by him on the work (ii) their work hours (iii) the wages paid to them (iv) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (v) the number of female workers who have been allowed Maternity benefit according to clause 19-F, and the amount paid to them failing which the contractor shall be liable to pay to N.I.T. KKR a sum not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Executive Engineer shall be final deducting from any bill due to the contractor the amount levied as fine.

Maternity benefit for female workers employed by the contractor, 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 up to and including the day of delivery and 4 weeks following that day)

(ii) In case of miscarriage: up to 3 weeks from the date of miscarriage.

2. **PAY:** In 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 day when full time work was done during a period of 3 months immediately preceding the date of which she gives notice that she expects to be confined, or at the rate of Rs. 12/- per day whichever is greater.

(ii) In case of miscarriage:- Leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full timework was done during a period of 3 months immediately preceding the date of such miscarriage.

(iii) Conditions for the grant of Maternity leave:- No Maternity leave benefit shall be admissible to a woman unless she produces a certificate of confinement and expected delivery within 4 weeks preceding the date on which she proceeds on leave.

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For Director N.I.T. KKR

FIRST AID: (a) At every work place, there shall be maintained in readily accessible Place first aid appliances including an adequate supply of sterilized dressing and cotton wools. The appliances shall be kept in good order and in large work places. It shall be placed under the charge of a responsible person who shall be readily available during the working hours.

(b) At large work places, where hospital facilities are not available within easy distance of the work, first aid post shall be established and be run by a trained compounder.

(c) Where large work places are remote from regular hospital an indoor ward shall be provided with one bed for every 250 employees.

(d) Where large work places are situated in cities, towns or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals a suitable transport shall be provided to facilitate removal of urgent cases to these hospitals.

At other work places some conveyance such as car shall be kept readily available to take injured or persons suddenly taken seriously ill, to the nearest hospital.

SCALES OF ACCOMMODATION IN LATRINES AND URINALS

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

| | No. of sheds |
|--|--------------|
| (a) Where the numbers of persons does not exceed 50 | 2 |
| (b) Where the numbers of persons exceeding 50 but does not exceed 100. | 3 |
| (c) For every additional 100 | 3 per 100 |

In particular cases the Executive Engineer shall have the power vary the scale where necessary

LATRINES AND URINALS FOR WOMEN

If women are employed, separate latrines and urinals screened from these for men and marked in vernacular in conspicuous letters "FOR WOMEN ONLY" shall be provided on the scale laid in rules. Similarly, those for men shall be marked "FOR MEN ONLY", A poster showing the figures of a man and a woman shall also be exhibited at the entrance of latrine for each sex. There shall be adequate supply of water close to the latrines.

LATRINE AND URINALS

Except in work places provided with flush latrines concerned with water borne sewerage system all latrines shall he provided with receptacles or dry earth system which shall be in working order and kept in a strictly sanitary conditions. The receptacles shall be tarred inside and outside at least once a year.

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For Director N.I.T. KKR

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

DISPOSAL OF EXCRETA

Unless otherwise arranged for by the local sanitary authority arrangements for proper disposal and a sanitary of excreta by incineration at the work place shall be made by means of a suitable incineration approved by the Asstt. Director of Public Health or Municipal Medical Officer of Health as the case may be in whose jurisdiction the work place is situated, alternately excreta may be disposed of by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with 9 inches layers of earth for a fortnight when it will turn into a manure.

CRECHE

At every workplace there shall be provided free of cost two suitable sheds-one main and the other for the use of labour. The height of the shelter shall not be less than e leven feet from the floor level to the lowest part of the roof.

PROVISION OF SHELTER DURING REST

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

- (i) Thatched roofs.
- (ii) Mud floors and walls.
- (iii) Plant spread over mud floor and covered with matings.

The huts are provided with suitable and sufficient opening for light and ventilations. There shall be adequate provision of sweepers to keep the place clean. There shall be two days in attendance. Sanitary utensils shall be provided to the satisfaction of Health Officer of the area concerned. The use of the hut shall be restricted to children, their attendants and mothers of the children.

CANTEEN

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

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For Director N.I.T. KKR

GENERAL RULES AS TO SCAFFOLDS:

- (i) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.
- (ii) A scaffolds shall not be constructed, taken down or substantially altered except.
 - (a) Under the supervision of a competent and responsible person, and
 - (b) as far as possible by competent workers possessing experience in this kind of work,
 - (c) all scaffolds and appliances connected therewith and all ladder shall be:-
 - (1) of sound material;
 - (2) be of adequate strength having regard to the loads and strains to which they will be subjected to and
 - (3) be maintained in proper condition.
 - (4) Scaffolds, shall not be overloaded and so far as practicable, the load shall be evenly distributed.
 - (5) Scaffolds shall be so constructed that no part thereof can be displaced in on normal use.
 - (6) Before installing, lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.
 - (7) Scaffolds shall be periodically inspected by the competent person.
 - (8) Before allowing a scaffold to be used by the workmen every care shall be taken to see whether the scaffolds have been erected by his workmen or not and steps taken to ensure that it complies fully with the requirements of the articles.
 - (9) Working platforms gangways and stairways shall: -
 - (a) be so constructed that no part of the road is covered.
 - (b) be so constructed and maintained, having regard to the prevailing condition as to reduce as far as practicable.
 - (c) be kept free from any unnecessary obstructions.
 - (d) in case of working platforms gangways place and stairways at a height exceeding that to be prescribed by a national laws and regulations :-
 - (i) every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
 - (ii) every working platforms and every gangway shall have adequate width and
 - (iii) every working platform gangway working place and stairway shall be suitably fenced.

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For director N.I.T. KKR

Every opening in the floor of a building or in working platforms shall except for the time and to the extent required to the access of persons or the transport or shifting of material be provided with suitable means to prevent the fall of persons or materials.

When persons are employed on a roof where there is a danger of falling from a height exceeding that to be prescribed by national laws or regulations, suitable precautions shall be taken to prevent fall of persons or materials.

Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.

- (1) Soft means of access shall be provided to all working platforms and other working places.
- (2) Every place where work is carried on the means of approach thereto shall be adequately lighted.
- (3) Every ladder shall be surely fixed of such length as to provide secure hand hold and foot at every position at which it is used.
- (4) Adequate precautions shall be taken to prevent danger from electrical equipment.
- (5) No materials on the site shall be stacked or placed as to cause danger to any person.

GENERAL RULES AS TO SAFETY EQUIPMENT AND FIRST AID

- (1) All necessary personal safety equipment shall be kept available for use of the persons employed on the site and be maintained in condition suitable for immediate use.
- (2) The worker shall be required to use the equipment thus provided and the employer shall take adequate steps to ensure proper use of the equipment by those concerned.

Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

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