

**NATIONAL RESEARCH CENTRE ON EQUINES**  
**(Indian Council of Agricultural Research)**  
**SIRSA ROAD, HISAR- 125001 (Haryana)**

**Tender & Contract for Works**

(A) Tender for the work of :-

.....  
.....

(i) To be submitted by.....hours on .....to  
(Time) (Date)

(ii) To be opened in presence of tenderers who may be present at  
.....hours on ..... in the office of  
.....

Issued to: .....

(Contractor)

Signature of officer issuing the documents.....

Designation .....

Date of Issue.....

**TENDER**

I/We have read and examined the notice inviting tender, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified by the Director, NRCE within the time specified in Tender form, schedule of quantities and in accordance, in all respects, with the specification, designs, drawings and instructions in writing referred to in Rules I and II of General Rules and Directions with such materials as are provided for, by, and in respect in accordance with, such conditions so far as applicable.

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

A sum of Rs ..... has been deposited in cash/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. If I/We fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Director, NRCE or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/we agree that Director, NRCE or his successors in office shall without prejudice to any other right or

remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, and those in excess of that limit at the rates to be determined in accordance with the provision contained in the tender form.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

Dated

Signature of Contractor  
Postal Address

Witness:  
Address:  
Occupation:

### ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Director, NRCE for a sum of Rs.....  
(Rupees.....  
.....)

The letters referred to below shall form part of this contract Agreement:-

- (a)
- (b)
- (c)

For & on behalf of the Director, NRCE

Signature .....

Designation.....

Dated.....

**NATIONAL RESEARCH CENTRE ON EQUINES**  
**(Indian Council of Agricultural Research)**  
**SIRSA ROAD, HISAR- 125001 (HARYANA)**

**General Rules & Directions**

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in News papers as the case may be.

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 application, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.

3. Receipt for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. 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. Tender shall have the name and number of the works to which they refer, written on the envelopes.

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

5. In case of Percentage Rate Tenders, tenderer shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities; he will be willing to execute the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed

for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. 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. Tender shall have the name and of the works to which they refer written on the envelopes.

6. The officer inviting tender or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money 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-I. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.
7. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
8. The receipt of any accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.
9. The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
10. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawing or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.
11. Use of correcting fluid, any where in tender document is not permitted. Such tender is liable for rejection.
12. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractors in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor out does no correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rates has been quoted for any item (s), leaving space both in figure (s), word(s) and amount blank, will be presumed that the

contractor has included the cost of the these item(s) in other item and rate for such item (s) will be considered as zero work will be to required be execute accordingly.

13. In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy. However if the contractor has worked out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures, the percentage which corresponds with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of the tender is not worked out by the contractor or it does not correspond with the percentage written either in figures or in words, then the percentage quoted by the contractor shall be taken as correct. Where the percentage quoted by the contractor tally but the amount is not worked out correctly, the percentage quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount.
14. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
15. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word Rs. should be written before the figure of rupees and word 'P' after the decimal figures, e.g. Rs. 2.15 P and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
16. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15P and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end.
17. (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Tender form. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1, 00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.

(ii) The contractor whose tender is accepted, will also be required to furnish byway of Security Deposit for the fulfillment of his contract, an amount equal to 5% of the tendered value of the work. The Security deposit will be collected from the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit. The Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.

18 On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Officer-in-Charge shall be communicated in writing to the Director, NRCE/Officer, Hisar.

19 Sales-tax/VAT, purchase tax. turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and NRCE will not entertain any claim whatsoever in respect of the same.

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

21 The tender for composite work includes, in addition to building work, all other works such as: sanitary and water supply installations drainage installation, electrical work, horticulture work roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.

22 The contractor shall submit list of works which are in hand (progress) in the following form:-

Name of Work	Name and particulars of Divn/Deptt. where work is being executed	Value of work	Position of works in progress	Remarks
1	2	3	4	5

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

## CONDITIONS OF CONTRACT

### Definitions

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Secretary, ICAR, and the contractors, together with the documents referred to there including these conditions, the specifications, designs, drawing, and Instructions issued from time to time by the Secretary, ICAR, and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
  - (i) The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
  - (ii) The **site** shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is so be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
  - (iii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
  - (iv) **Accepting Authority** shall mean the Director, NRCE.
  - (v) **Excepted Risk** are risks due to riots (other than those on account of contractor employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war. rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by NRCE of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to NRCE's faulty design of works.
  - (vi) **Market Rate** shall be the rate as decided by the Director, NRCE on the basis of the cost of materials and labour, at the site where the work is to be executed plus the percentage mentioned in Tender form to cover, all overheads and profits.
  - (vii) **Schedule (s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers mentioned in Tender form hereunder or the standard Schedule of Rates of the CPWD, available with concerned department, with the amendments thereto issued upto the date of receipt of the tender.

- (viii) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.
- (ix) **Tendered** value means the value of the entire work as stipulated in the letter of award

**Scope and Performance**

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

**Works to be Carried out**

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

**Sufficiency of Tender**

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

**Discrepancies and Adjustment of Errors**

- 8. The several documents forming the Contact are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
- 8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and or the Drawings, the following order of preference shall be observed:
  - (i) Description of Schedule of Quantities
  - (ii) Particular Specification and Special condition, if any
  - (iii) Drawings,
  - (iv) C.P.W.D. /N.R.C.E. Specifications.
  - (v) Indian Standard Specifications of B I S.

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

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## CLAUSES OF CONTRACT

### CLAUSE 1

#### Performance Guarantee

- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement. (Not withstanding and/or without prejudice to any other provisions in the contract) within period specified in tender form from the date of issue of letter of acceptance. This guarantee shall be in the form of Cash (In case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (In case guarantee amount is less than Rs. 1,00,000/-) or Government securities or Fixed deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the NRCE as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the NRCE to make good the deficit.
- (ii) The performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- (iii) The Director, NRCE, shall not make a claim, under the performance guarantee except for amounts to which the Director, NRCE, is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Director, NRCE may claim the full amount of the Performance Guarantee.
- (b) Failure by the contractor to pay Director, NRCE any amount due, either as agreed by the contractor or determined under any of the Clauses Conditions of the agreement, within 30 days of the service of notice to this effect by Director, NRCE.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Director, NRCE.

## CLAUSE 2

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall deposit with NRCE before initiating the work under the contract a sum at the rate of 5% of the gross amount of tendered value in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the NRCE as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the NRCE to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by NRCE on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Director, NRCE, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The Earnest money deposited at the time of tenders will be treated as part of the Security Deposit.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lakh.

**Note-1:** Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

**Note-2:** Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

**Note-3:** Note 1 & 2 above shall be applicable for both clause 1 and 2.

## CLAUSE 3

### Compensation for Delay

If the contractor fails to maintain the required progress in terms of Clause 7 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the NRCE on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specifies (whose decision in writing shall be final and binding) may decide on the amount of tendered

value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 7 or that the work remains incomplete.

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

- (i) Compensation for delay of work @ 1.5 % per month of delay to be computed on per day basis

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the items or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Director, NRCE. In case, the contractor does not achieve a particular milestone, or the re-scheduled milestone(s) in terms of Clause 7.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

#### CLAUSE 4

When Contract  
Can be  
Determined

Subject to other provisions contained in this clause, the Director, NRCE, may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor having been given by the Director, NRCE a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Director, NRCE (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Director, NRCE.
- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the

period specified in a notice given in writing in that behalf by the Director, NRCE.

- (iv) If the contractor persistently neglects to carry out his obligations under the contract and or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Director, NRCE.
- (v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for NRCE.
- (vi) If the contractor shall enter into a contract with NRCE in connection which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Director, NRCE.
- (vii) If the contractor shall obtain a contract with NRCE as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at anytime be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Director, NRCE.
- (xii) If the work is not started by the contractor within  $\frac{1}{8}$ <sup>th</sup> of the stipulated time.

When the contractor has made himself liable for action under any of the cases aforesaid, the Director, NRCE on behalf of the Secretary, ICAR shall have powers:

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Director, NRCE shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the NRCE.
- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

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

#### CLAUSE 5

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

#### CLAUSE 6

In any case in which any of the powers conferred upon the Director, NRCE, by Clause 4 thereof, Shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Director, NRCE putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Director, NRCE which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Director, NRCE all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof , paying or

**Contractor liable  
to Pay  
Compensation  
Even if action not  
Taken under  
Clause 4**

allowing for the same in account at the contract rates, or , in the case of these not being applicable, at current market rates to be certified by the Director, NRCE, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Director, NRCE may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Director, NRCE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

#### **CLAUSE 7**

#### **Time and Extension For Delay**

The time allowed for execution of the works as specified in the tender form or the intended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in tender form or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Director, NRCE shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

7.1 As soon as possible after the Contract is concluded, the Contractor shall submit a time and Progress Chart for each mile stone and get it approved by the Department. The chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Director, NRCE and the Contractor within the limitations of the time imposed in the Contract documents, and further to ensure good progress during the execution the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon ) complete the work as per mile stones given in tender form.

7.2 If the work(s) be delayed by:-

- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Director, NRCE in executing work not forming part of the Contract, or
- (vi) non-availability of stores, which are the responsibility of NRCE to supply or,
- (vii) non-availability or break down of tools and Plant to be supplied or supplied by NRCE or
- (viii) any other cause which, in the absolute discretion of the Director, NRCE, is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Director, NRCE but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Director, NRCE to proceed with the works.

7.3 Request for rescheduling of milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

7.4 In any such case the Director, NRCE may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension shall be communicated to the Contractor by the Director, NRCE in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Director, NRCE and this shall be binding on the contractor.

#### **CLAUSE 8**

#### **Measurements of work done**

Director, NRCE shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done. All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.

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

If for any reason the contractor or his authorised representative is not available and the work of recording measurements is suspended by the Director, NRCE or his representative, the Director, NRCE and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorised representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement such measurements recorded in his absence by the Director, NRCE or his representative shall be deemed to be accepted by the Contractor.

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

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

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

Director, NRCE or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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

#### **CLAUSE 9**

**Measurement  
Book**

Director, NRCE shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Measurement Book as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Director, NRCE or his authorised representative as per interval or program fixed in consultation with Director, NRCE or his authorized representative. After the necessary corrections made by the Director, NRCE, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Director, NRCE for the dated signatures by

the Director, NRCE or his representative and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would submit measurement sheets and these measurements would be got checked/test checked from the Director, NRCE and/or his authorized representative. The Director, NRCE/ his authorized representative would thereafter record the necessary certificates for their checks/test checks.

No cutting or overwriting in the measurements would be allowed. Thereafter, the bill will be processed by the Office for the payment.

The contractor shall, without extra charge, provide all assistance with every appliance labour and other things necessary for checking of measurements/levels by the Director, NRCE or his representative.

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

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

Director, NRCE or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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

### **CLAUSE 10**

**Completion Certificate and Completion Plans**

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Director, NRCE and within thirty days of the receipt of such notice the Director, NRCE shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows.

### **CLAUSE 11**

**Contractor to keep Site Clean**

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

### **CLAUSE 12**

**Completion Plans to be Submitted by the Contractor**

The final bill shall be submitted by the contractor within one month of physical completion of the work or within two weeks of the date of the final certificate of completion furnished by the Director NRCE, whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Director NRCE, will as far as possible be made within one month, the period being reckoned from the date of receipt of the bill by the Director NRCE or his authorized representative, complete with account of materials issued by the Department and dismantled materials.

### **CLAUSE 13**

**Materials to be Provided by the Contractor**

NRCE will NOT supply any materials for the works, however, if any material is supplied to the contractor by NRCE under special conditions on specific request, the same would stipulate quantity, place of issue and rate(s) to be charged in respect thereof.

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the NRCE.

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

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

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

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

#### **CLAUSE 14**

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

#### **CLAUSE 15**

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in respect of the work signed by the Director NRCE and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of National Research Centre on Equines or in any Bureau of Indian Standard or any other, published standard or code or Schedule of Rates or any other printed publication referred to elsewhere in the contract.

#### **CLAUSE 16**

If at any time after acceptance of the tender, Director, NRCE shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out the Director, NRCE shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the work to the full extent in view of the foreclosure, any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office, storage accommodation and water storage tanks.

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

The reasonable amount of items shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the NRCE. Provided always that against any payments due to the contractor on this account or otherwise, the Director, NRCE shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the NRCE from the contractor under the terms of the contract.

#### **CLAUSE 17**

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

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

- (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- (c) for safety of the works or part thereof.

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

- (ii) If the suspension is ordered for reasons b) and (c) in sub-para (i) above:  
The contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25% for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part and;
- (iii) If the works or part thereof is suspended on the orders of the Director, NRCE for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Director, NRCE requiring permission within fifteen days from receipt of Director, NRCE of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Director, NRCE or where it affects whole of the works, as an abandonment of the works by Director, NRCE or where it affects whole of the works, as an abandonment of the works by Director, NRCE, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Director, NRCE. In the event of the contractor treating the suspension as an abandonment of the contract by NRCE, he shall have no claim to payment of any compensation on account of the work in full but which he could not derive in consequence of the abandonment.

#### **CLAUSE 18**

All works under or in course of execution or executed in pursuance of contract, shall at all times be open and accessible to the inspection and supervision of the Director, NRCE, his authorized subordinated in charge of the work and all the superiors officer, officer of the Quality assurance Unit of the Department or any organization engaged by the Department for quality Assurance and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Order given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Director, NRCE or his authorized subordinates incharge of the work or the officers of the organization engaged by the Department for Quality Assurance that any work has been executed with unsound, imperfect or unskillful workmanship or with materials or articles provided by him, for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall on demand in writing which shall be made six months of the completion of the work from the Director, NRCE specifying the work materials or articles complained of notwithstanding that the same may have

been passed certified and paid for forthwith rectify or remove and reconstruct the work so specified.

In whole or in part as the case may require or as the case may be remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Director, NRCE in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under Clause 4 of the contract (for non-completion of the work in time) for this default.

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

#### **CLAUSE 19**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed or if any damage shall happen to the work while in progress from any cause whatever or if any defect, shrinkage or other faults appear in the work within six months after a certificate final or otherwise of its completion shall have been given by the Director, NRCE as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Director, NRCE cause the same to be made good by thereafter may become due to the contractor or from his security deposit or the proceeds not be refunded before the expiry of six months after the issue of the certificate final or otherwise of completion of work or till the final bill has been prepared an passed whichever is later.

In case of Maintenance and Operation works the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract which ever is earlier.

#### **CLAUSE 20**

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, Director, NRCE is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Director, NRCE will recover from the contractor, the amount of the compensation so paid and without prejudice to the right of the Director, NRCE under sub-section (2) of Section 12, of the said Act Director, NRCE 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 Director, NRCE to the contractor whether under this contract or otherwise. Director, NRCE shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to Director, NRCE full security for all costs for which Director, NRCE might become liable in consequence of contesting such claim.

#### **CLAUSE 21**

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

#### **CLAUSE 22**

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Director NRCE. The Director NRCE, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work and/or no communication is received from the Labour Officer to this effect till two months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

#### **CLAUSE 23**

The contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work and continue to have a valid licence until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

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

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

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

## CLAUSE 24

### Payment of wages:

- (i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him,
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (iv) (a) The Director, NRCE concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the worker, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.  
(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Director, NRCE shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Director, NRCE.
- (v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modification thereof or any other laws relating thereto and the rules made thereunder from time to time.
- (vi) The contractor shall indemnify and keep indemnified Director, NRCE against payments to be made under and for the observance of the laws aforesaid without prejudice to his right to claim indemnify from his sub-contractors.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the

workmen directly without the intervention of *Jamadar* and that *Jamadar* shall not be entitled to deduct or recover any amount for the minimum wage payable to the workmen as and by way of commission or otherwise.

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

#### **CLAUSE 25**

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

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Director, NRCE on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Director, NRCE in writing for written instruction or decision. Thereupon, the Director, NRCE shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.
- (ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Director, NRCE/in charge of the work. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 180 days of receiving the intimation from the Director, NRCE that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Office shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enhancement thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

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

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

#### **CLAUSE 26**

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

#### **CLAUSE 27**

In the case of any class of work for which there is no such specifications as referred to in Clause 15, such work shall be carried out in accordance with the Bureau of Indian Standards Specification. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturer's specifications, if not available then as per District Specifications. In case there are no such specifications are required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Director NRCE.

#### **CLAUSE 28**

Sales Tax/VAT or any other tax on materials in respect of this contract shall be payable by the contractor and Director, NRCE shall not entertain any claim whatsoever in this respect.

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

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

**CLAUSE 29**

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

**CLAUSE 30**

The contractor shall not be permitted to tender for works in the NRCE (responsible for award and execution of contracts) in which his near relative is posted an officer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer in NRCE. Any breach of this condition by the contractor would render him liable to be removed from the list of contractors of this Department. If however, the contractor is registered in any other department, he shall be debarred from tendering in NRCE for any breach of this condition.

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

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