

**74.7** In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the NBCC and its contractors.

**74.8** Leave and pay during leave shall be regulated as follows:-

1. Leave:

(i) In the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,

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

2. Pay:

(i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.

(ii) In the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave:

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

4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form and the same shall be kept at the place of work.

**74.9** In the event of the contractor(s) committing a default or breach of any of the provisions of the NBCC's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to NBCC a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

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

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

**74.10** The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.

- (i) (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.
- (b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.
- (c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each, on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
- (d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- (ii) (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.
- (b) The contractor(s) shall provide each hut with proper ventilation.
- (c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.

- (d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.
- (iii) Water Supply - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges thereof.
- (iv) The site selected for the camp shall be high ground, removed from jungle.
- (v) Disposal of Excreta- The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.
- (vi) Drainage - The contractor(s) shall provide efficient arrangements for drainage away sullage water so as to keep the camp neat and tidy.
- (vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- (viii) Sanitation - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

## **75.0 LABOUR CESS**

The rates of the contractor shall be inclusive of labour cess. NBCC shall make a recovery @ 1% on account of labour cess from each RA bill of the contractor and labour cess so recovered/deducted shall be deposited with the Labour Board of the concerned state. In case the Labour Board is not established in the state, recovery made by NBCC on account of labour cess shall be retained under suspense account and will be deposited with the Labour Board at later date as & when the Labour Board is constituted in the state.

Every contractor, sub contractor, affiliates, their legal assigns or heirs as the case may, shall be responsible for registration of every Building worker who has completed eighteen years of age but has not completed sixty years of age and who has been engaged in any Building or Other Construction Work for not less than Ninety Days during the preceding twelve months; with the Board / Funds as applicable under various sections of "THE BUILDINGS AND OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 and THE BUILDING AND OTHER CONSTRUCTIONWORKERS' WELFARE CESS ACT, 1996.

The contractor shall also be responsible for maintaining register of beneficiaries i.e. the workers in such form as may be prescribed by the competent authority & the same shall be kept open at all reasonable times for inspection of relevant authority and officials of client / NBCC.

The contractor shall be further responsible for maintaining such register & records; giving such particulars of Building workers employed by him, the work performed by them, the number of hours of work which shall constitute a normal working day, the wages paid to them, the receipts given by them and, such other particulars in such form as may be prescribed by the authority or NBCC.

In the event of contractor failing to comply with the above clause(s) in part or in full, NBCC, without prejudice to any other rights or remedy available under law or any other clause(s) of contract, shall be at absolute liberty to forfeit any sum or sums that are payable or could become payable on account of execution of contract work and decision of Engineer-in-charge shall be final & binding in this regard on the contractor.

#### **76.0 RECOVERY OF COMPENSATION PAID TO WORKMEN**

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, NBCC is obliged to pay compensation to a workman employed by the contractor, in execution of the works, NBCC will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the NBCC under sub-section (2) of Section 12, of the said Act, NBCC shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under this contract or otherwise. NBCC 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 NBCC full security for all costs for which NBCC might become liable in consequence of contesting such claim.

#### **77.0 ENSURING PAYMENT AND AMENITIES TO WORKERS IF CONTRACTOR FAILS**

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, NBCC is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act or under the NBCC Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by NBCC's Contractors, NBCC will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to any other right or remedy available under this contract, NBCC 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 NBCC to the contractor whether under this contract or otherwise NBCC shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the NBCC full security for all costs for which NBCC might become liable in contesting such claim.

#### **78.0 CHANGE IN FIRM'S CONSTITUTION TO BE INTIMATED**

Where the contractor is a partnership firm, the prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a

Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If prior approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 65.0 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 65.0.

**79.0 INDEMNITY AGAINST PATENT RIGHTS**

The contractor shall fully indemnify the NBCC from and against all claims and proceedings for or on account of any infringement of any patent rights, design, trademark or name or other protected rights in respect of any construction plant, machine, work or material used for in connection with the works or temporary works.

**80.0 LAW COVERING THE CONTRACT**

This contract shall be governed by the Indian laws for the time being in force.

**81.0 LAWS, BYE-LAWS RELATING TO THE WORK**

The contractor shall strictly adhere by the provisions, for the time being in force, of law relating to works or any regulations and bylaws made by any local authority or any water & lighting agencies or any undertakings within the limits of the jurisdiction of which the work is proposed to be executed. The contractor shall be bound to give to the authorities concerned such notices and take all approvals as may be provided in the law, regulations or bylaws as aforesaid, and to pay all fees and taxes payable to such authorities in respect thereof.

**82.0 CONTRACT AGREEMENT**

The Contractor shall enter into a Contract Agreement with the NBCC within 45 (forty five) days from the date of Letter of Award or within such extended time, as may be granted by the NBCC failing which no payment shall be released to the contractor. The cost of stamp papers, stamp duty, registration, if applicable on the contract, shall be borne by the Contractor. In case, the contractor does not sign the agreement as above or start the work within 10 (Ten) days of the issue of letter of Award, his earnest money is liable to be forfeited and Letter of award consequently will stand withdrawn.

**83.0 MANNER OF EXECUTION OF AGREEMENT**

- i. The agreement as per prescribed Performa as enclosed shall be signed at the office of the NBCC within 45 (Forty Five days) days from the date of issue of Letter of Award. The Contractor shall provide for signing of the Contract, appropriate Power of Attorney and the requisite documents/materials. Unless and until a formal contract is prepared and executed, the Letter of Award read in conjunction with the Tendering Documents will constitute a binding contract.
- ii. The agreement will be signed in five originals and the Contractor shall be provided with one signed original and the other four originals will be retained by the NBCC
- iii. The Contractor shall provide free of cost to the NBCC all the Engineering data, drawings and descriptive materials submitted along with the tender, in at least three (3) copies to form an integral part of the Agreement within seven 7 days after issuing of Letter of Award.

- iv. Subsequent to signing of the Agreement, the Contractor at his own cost shall provide to the NBCC with at least five (5) true hard bound copies of Agreement within thirty (30) days of its signing.

**84.0 JURISDICTION**

The agreement shall be executed at Delhi on non-judicial stamp paper purchased in Delhi and the courts in Delhi alone will have jurisdiction to deal with matters arising there from, to the exclusion of all other courts.

## **Section-4**

**LABOUR SAFETY, HEALTH &  
SANITARY RULES AND  
REGULATIONS INCLUDING FORMS  
(PAGE No. 67 to 95)**

## **LABOUR SAFETY PROVISIONS**

- 1.0 Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 (1/4 horizontal and 1 vertical).
- 2.0 Scaffolding or staging more than 3.6m (12 feet) above the ground or floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3 feet) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 3.0 Working platforms, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more that 3.6m (12 feet) above ground level or floor level, they should be closely boarded, should have adequate width & should be suitable fastened as described in (2.0) above.
- 4.0 Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3 feet).
- 5.0 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30 feet) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11.5") for ladder up to and including 3m (10 feet) in length. For longer ladders this width should be increased at least 1/4" for each additional 30 cm (1 ft.) of length. Uniform step spacing shall not exceed 30 cm (12"). Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of the work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the Contractor, be paid to compensate any claim by any such person.

### **6.0 EXCAVATION AND TRENCHING**

All trenches, 1.2mts.(four feet) or more in depth, shall at all times be supplied with at least one ladder for each 30m.(100 feet) in length or fraction thereof, ladder shall be extended from bottom of the trench to at least 90cm (3feet) above the surface of the ground. The side of the trenches, which are 1.5 m. (5feet) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger or sides to collapsing. The excavated materials shall not be placed within 1.5m (5 feet) of the edges of the trench or half of the depth of the trench whichever is more.



Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

- 7.0 Demolition - Before any demolition work is commenced and also during the progress of the work following precautions shall be observed:
  - 7.1 All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - 7.2 No electric cable or apparatus which is likely to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
  - 7.3 All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be overloaded with debris or materials as to render it unsafe.
- 8.0 All necessary personal safety equipments as considered adequate by the Engineer-in-charge should be kept available for the use of persons employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate step to ensure proper use of equipment by those concerned. The following safety equipment shall be invariably provided:
  - 8.1 Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - 8.2 Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eye shall be provided with protective goggles.
  - 8.3 Those engaged in welding works shall be provided with welders protective eye shields.
  - 8.4 Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe interval.
  - 8.5 When workers are employed for works in sewers and manholes, which are in active use, the Contractors shall ensure that the manhole covers are opened and ventilated at-least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident the public. In addition, the contractor shall ensure that the following safety measures are adhered to:
    - a. Entry for workers into the sewer line shall not be allowed except under supervision of the JE or any other higher officer.
    - b. At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manholes for working inside.
    - c. Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes color in the presence of such gases and gives indication of their presence.

- d. Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
  - e. Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
  - f. The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
  - g. No smoking or open flames shall be allowed near the blocked manhole being cleaned.
  - h. The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
  - i. Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-In-charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
  - j. Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
  - k. Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air-blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at-least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
  - l. The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.
  - m. The workers shall be provided with Gumboots or non sparking shoes, bump helmets and gloves non sparking tools, safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
  - n. Workmen descending a manhole shall try each ladder step or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
  - o. If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
  - p. The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-In-charge regarding the steps to be taken in this regard in an individual case will be final.
- 8.6 The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form wherever men above the age of 18 are employed on the work of lead painting the following precautions should be taken.

- 8.6.1 No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- 8.6.2 Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
- 8.6.3 Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
- 8.6.4.1a) White lead, sulphate or lead work products containing those pigments shall not be used in painting operation except in the form of paste or of paints ready for use.
- b) Measures shall be taken whenever required in order to prevent danger arising from the application of paint in the form of spray.
- c) Measures shall be taken, whenever practicable to prevent danger arising out of dust caused by dry rubbing down and scrapping.
- 8.6.4.2 a) adequate facilities shall be provided to enable working painter to wash during and on cessation of work.
- b) Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- 8.6.4.3a) Cases of lead poisoning and of suspected lead poisoning shall be notified and shall be subsequently verified by a medical man appointed by the competent authorities of NBCC.
- b) The NBCC may require when necessary a medical examination of workers.
- c) Instructions with regard to the special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
- 9.0 When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions should be made for prompt first aid treatment for all injuries likely to be sustained during the course of the work.
- 10.0 Use of hoisting machines and tackle including their attachment encourage and supports shall conform to the following standard of conditions.
- 10.1 a) these shall be of good mechanical construction, sound material and adequate strength and free from patent, defects and shall be kept in good working order.
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- 10.2 Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffolding, winch or giving signals to operator.
- 10.3 In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe

working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this clause shall be loaded beyond the safe working load except for the purpose of testing.

- 10.4 In case of NBCC machines, the safe working load shall be notified by the Engineer-in-Charge. As regards Contractor's machines the Contractor shall notify the safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work and get verified by the Engineer-in-Charge.
- 11.0 Motors gearing, transmission electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguard. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel, such as gloves sleeves and boots as may be necessary be provided. The worker should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
- 12.0 All scaffold, ladders, and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 13.0 These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place of work spot. The person responsible for compliance of the safety codes shall be named therein by the contractor.
- 14.0 To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Contractor shall be open to inspection by NBCC Official or their representatives.
- 15.0 Notwithstanding the above Clauses from (i) to (xiv) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

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

### **1.0 APPLICATION**

These rules shall apply to all building and construction works in which 20 (twenty) or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contractor work is in progress.

### **2.0 DEFINITION**

Work place means a place where twenty or more workers are ordinarily employed or are proposed to be employed in connection with construction work on any day during the period during which the contract work is in progress.

### **3.0 FIRST-AID FACILITIES**

3.1 At every work place first aid facilities shall be provided and maintained, so as to be easily accessible during working hours, First-Aid boxes at the rate of not less than one box per 150 contract labour or part thereof ordinarily employed.

3.2 The First-Aid boxes shall be distinctly marked with a red cross on white background and shall contain the following equipments:

- 3.2.1 a) For work places in which number of contract labour employed does not exceed 50, Each First-Aid box shall contain the following equipments:
- i. Small sterilized dressings.
  - ii. Medium size sterilized dressings.
  - iii. Large size sterilized dressings.
  - iv. Large sterilized burn dressings.
  - v. 1 (30 ml) bottle containing a two percent alcoholic solution of iodine.
  - vi. 1 (30 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
  - vii. 1 snakebite lancet.
  - viii. 1 (30 gms) bottle of potassium permanganate crystals.
  - ix. 1 pair of scissors.
  - x. 1 copy of the First-Aid leaf-let issued by the Director General, Factory Advise Service & Labour Institute, Government of India.
  - xi. 1 bottle containing 100 tablets (each of 5 grams) of aspirin.
  - xii. Ointment for burns.
  - xiii. A bottle of suitable surgical antiseptic solution.

3.2.2 For work places in which the number of contract labour exceed 50. Each First-Aid box shall contain the following equipments:

- i) 12 small sterilized dressings.
- ii) 6 medium size sterilized dressings.
- iii) 6 large size sterilized dressings.
- iv) 6 large size sterilized burn dressings.
- v) 6 (15 gms) packet sterilized cotton wool.
- vi) 1 (60 ml.) bottle containing a two percent iodine alcoholic solution.
- vii) 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
- viii) 1 - roll of adhesive plaster.
- ix) 1 snake - bite lancet.
- x) 1 (30 gms.) Bottle of potassium permanganate crystals.
- xi) 1 pair of scissors.
- xii) 1 copy of the First-Aid leaf-let issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
- xiii) A bottle containing 100 tablets (each of 5 grams) of aspirin.
- xiv) Ointment for burns.
- xv) A bottle of suitable surgical antiseptic solution.

3.3 Adequate arrangements shall be made for immediate recoument of the equipment when necessary.

3.4 Nothing except the prescribed contents shall be kept in the First Aid box.

3.5 The First Aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

3.6 A person in charge of the First-Aid box shall be a person trained in First-Aid treatment in work places where the number of labour employed is 150 or more.

3.7 In work places where the number of labour employed is 500 or more and hospital facilities are not available within easy distance of the works, first-Aid Posts shall be established and run by a trained Compounder. The Compounder shall be on duty and shall be available at all hours when the workers are at work.

3.8 Where work places are situated in places, which are not towns of cities, a suitable motor transport shall be kept readily available to carry injured person or persons suddenly taken ill to the nearest hospital.

#### **4.0 DRINKING WATER**

4.1 In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.

- 4.2 Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- 4.3 Every water supply of storage shall be at a distance of not less than 50 feet from any latrines drain or other source of pollution, Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap-door which shall be dust and water-proof.
- 4.4 A reliable pump shall be fitted to each covered well, trap-door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

#### **5.0 WASHING FACILITIES**

- 5.1 In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of labour employed herein.
- 5.2 Separate and adequate screening facilities shall be provided for the use of male and female workers.
- 5.3 Such facilities shall be conveniently accessible and shall be kept clean and hygienic condition.

#### **6.0 LATRINES AND URINALS**

- 6.1 Latrines shall be provided in every work place on the following scale, namely:
  - a) Where females are employed there shall be at least one latrine for every 25 females.
  - b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females, as the case may be, upto the first 100, and one for every 50 thereafter.

- 6.2 Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- 6.3 Construction of Latrines: The inside walls shall be constructed of masonry or some suitable heat resisting non-absorbent materials and shall be cement washed inside and outside at least once a year. Latrine shall not be a standard lower than bore-hole system.
- 6.4 (a)Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women only" as the case may be.  
  
(b)The notice shall also bear the figure of man or of a woman, as the case may be.
- 6.5 There shall be at least one urinal for male workers upto 50 and one for female workers upto 50 employed at a time. Provided that where the number of male or female workmen, as the case may be, exceeds 500, it shall be

sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereof, thereafter.

6.6 a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

b) Latrines and urinals other than those connected with a flush sewerage system shall comply with the requirements of the Public Health Authorities.

6.7 Water shall be provided by means of a tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.

**6.8 Disposal of Excreta**

Unless otherwise arranged for by the local sanitary authority arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternatively excreta may be disposed off by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm layer of waste or for refuse and then covering it with a layer of earth for fortnight (when it will turn into manure).

6.9 The Contractor shall, at his own expense, carry out all instruction issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the Contractor's workmen or employees on the site. The Contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such work on his behalf.

**7.0 PROVISION OF SHELTER DURING REST**

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

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

**8.0 CRECHES**

8.1 A every work place, at which 20 or more women workers are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedrooms.

The rooms shall be constructed on standard not lower than the following:

i) Thatched roof

ii) Mud floor and walls.

iii) Planks spread over the mud floor and covered with matting

8.2 The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.



- 8.3 The Contractor shall supply adequate number of toys and games in the playroom and sufficient number of cots and beddings in the bed-room.
- 8.4 The Contractor shall provide one Ayaa to look after the children in the crèche when the number of women workers does not exceed 50; and two when, the number of women workers exceed 50.
- 8.5 The use of the rooms/earmarked as creches shall be restricted to children, their attendant and mother of the children.

**9.0 CANTEENS**

- 9.1 In every work place where the work regarding the employment of contract labour is likely to continue for six months and wherein contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the Contractor for the use of such labour.
- 9.2 The canteen shall be maintained by the Contractor in an efficient manner.
- 9.3 The canteen shall consist of at least a dining hall, kitchen, and storeroom, pantry and washing places separately for workers and utensils.
- 9.4 The canteen shall be sufficiently lighted at all times when any person has access to it.
- 9.5 The floor shall be made of smooth and impervious material and inside walls shall be lime washed or colour washed at least once in each year.

Provided that the inside walls of the kitchen shall be lime-washed every four months.

- 9.6 The premises of the canteen shall be maintained in a clean and sanitary condition.
- 9.7 Waste Water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- 9.8 Suitable arrangements shall be made for the collection and disposal of garbage.
- 9.9 The dining hall shall accommodate at a time 30 persons of the labour working at time.
- 9.10 The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chair shall not be less than one square metre per dinner to be accommodated.
- 9.11 a) A portion of the dining hall, and service counter shall be partitioned off and reserved for women workers in proportion to their number.  
b) Washing places for women shall be separate and screened to secure privacy.
- 9.12 Sufficient tables, stool, chairs or benches shall be available for the number of dinners to be accommodated.
- 9.13.1 a) There shall be provided and maintained sufficient utensils, crockery, furniture and any other equipment necessary for the efficient running of the canteen.  
b) The furniture, utensils and other equipment shall be maintained in a clean and hygienic condition.
- 9.13.2 a) Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.

- b) A service counter, if provided, shall have top of smooth and impervious material.
- c) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.
- 9.14 The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the labour.
- 9.15 The charge for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit' No loss' and shall be conspicuously displayed in the canteen.
- 9.16 In arriving at price of food stuffs, and other articles served in the canteen, the following items shall not be taken into consideration as expenditure, namely:
- a) The rent of land building;
  - b) The depreciation and maintenance charges for the building and equipment provided for the canteen;
  - c) The cost of purchase, repair and replacement of equipment including furniture, crockery, cutlery and utensils;
  - d) The water charges and other charges incurred for lighting and ventilation;
  - e) The interest and amounts spent on the provision and maintenance and equipment provided for in the canteen;
- 9.17 The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

**10.0 ANTI MALARIAL PRECAUTIONS**

The Contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrows pits which may have been dug by him.

**11.0 AMENDMENTS**

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

## CONTRACTOR'S LABOUR REGULATIONS

### 1.0 SHORT TITLE

These regulations may be called the Contractor "Labour Regulations".

### 2.0 Definitions

2.1 "Workman" means any person employed by the NBCC or its Contractor directly or indirectly through a sub-contractor, with or without the knowledge, of the NBCC to do any skilled, semi-skilled, un-skilled, manual, supervisory, technical or clerical work for hire or reward, whether, the terms of employment are expressed or implied but does not include any person-

a)	Who is employed mainly in a managerial or administrative capacity; or
b)	Who being employed in a supervisory capacity draws wages exceeding Rupees Two thousand Five hundred per person or exercises either by the nature of the duties attached to the office or by reason of powers vested to him, functions mainly of managerial nature.
c)	Who is an out worker, that is to say, a person to whom any articles or materials are given out by or on behalf of the principal employer to be made up cleaned, washed, altered, ornamental finished, repaired, adopted or otherwise processed for sale for the purpose of the trade or business of the principal employer and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

2.2 "Fair Wages" means wages whether for time or piece work fixed and notified under the provisions of the minimum Wages Act from time to time.

2.3 "Contractor" shall include every person who undertake to produce a given result other than a mere supply of goods or articles of manufacture through labour or who supplies labour for any work and includes a sub-contractor.

2.4 "Wages" shall have the same meaning as defined in the Payment of Wages Act.

2.4.1 Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

2.4.2 When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid overtime for the extra hours put in by him at double the ordinary rate of wages.

2.4.3.1 Every worker shall be given a weekly holiday on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.

2.4.3.2 Whether the Minimum Wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of

rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

- 2.4.3.3 Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substitute holiday to him for the whole day on one of the five days immediately before or after the normal weekly holidays and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

### **3.0 DISPLAY OF NOTICE REGARDING-WAGES, ETC.**

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers, giving the minimum rates of wages fixed under the Minimum Wages Act, the actual wages being paid, the hours of work for which such wages are earned, wage period, dates of payment of wages and other relevant information as per Appendix 'A'.

### **4.0 PAYMENT OF WAGES**

- 4.1 The contractor shall fix wage periods in respect of which wages shall be payable.
- 4.2 No wage period shall exceed one month.
- 4.3 The wages of every person employed as labour in an establishment or by a contractor where less than one thousand, such persons are employed shall be paid before the expiry of the seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- 4.4 Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- 4.5 All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- 4.6 Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- 4.7 All wages shall be paid in current coin or currency or in both.
- 4.8 Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- 4.9 A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgment.
- 4.10 It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Engineer or any other authorized representatives of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.

- 4.11 The contractor shall obtain from the Engineer or any other authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:  
"Certified that the amount shown in column No. 14(net Amount paid) has been paid to the workmen concerned in my presence on..... at .....".

**5.0 FINES AND DEDUCTIONS, WHICH MAY BE MADE FROM WAGES**

- 5.1 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 the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
c)	Deduction for damage to or loss of goods expressly entrusted to the employed persons for custody, or from loss of money or any other deduction which he is required to account where such damage or loss is directly attributable to his neglect or default.
d)	Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
e)	Any other deduction, which the Central Government may from time to time allow.

- 5.2 No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved by the Chief Labour Commissioner.

NOTE: An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-I.

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

**6.0 LABOUR RECORDS**

- 6.1 The contractor shall maintain a "Register of persons employed" on work on contract in form XIII of the CL (R&A) Central Rules 1971 (Appendix-B).

- 6.2 The contractor shall maintain a "Muster Roll" register in respect of all workmen employed by him on the work under contract in from XVI of the CL (R&A) Rules 1971 (Appendix-C).
- 6.3 The contractor shall maintain a "Wage Register" in respect of all workmen employed by him on the work in form (Appendix-D).
- 6.4 Register of accidents - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
- a) Full particulars of the labourers who met with accident.
  - b) Rate of wages
  - c) Sex
  - d) Age
  - e) Nature of accident and cause of accident.
  - f) Time and date of accident.
  - g) Date and time when he/she admitted in Hospital
  - h) Date of discharge from the Hospital
  - i) Period of treatment and result of treatment
  - j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
  - k) Claim required to be paid under Workmen's Compensation Act.
  - l) Date of payment of compensation.
  - m) Amount paid with details of the person to whom the same was paid.
  - n) Authority by whom the compensation was assessed.
  - o) Remarks.
- 6.5 Register of Fines - The contractor shall maintain a "Register of Fines" in the form (Appendix-H).
- The contractor shall display in a good condition and in a conspicuous place of work the approved list of Acts and Omission for which fines can be imposed (Appendix-I).
- 6.6 Register of Deductions - The contractor shall maintain a "Register of Deductions" for damage or loss in form (Appendix-J).
- 6.7 Register of Advances - The contractor shall maintain a "Register of Advances" in form (Appendix-K).
- 6.8 Register of Overtime - The contractor shall maintain a "Register of Overtime" in form (Appendix-L).
- 7.0 ATTENDANCE CARD-CUM WAGE SLIP:**
- 7.1 The contractor shall issue an attendance card-cum-wage slip to each workman employed by him in the specimen form at (Appendix-E).
- 7.2 The card shall be valid for each wage period.

- 7.3 The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- 7.4 The card shall remain in possession of the worker during the wage period under reference.
- 7.5 The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- 7.6 The contractor shall obtain the signature or thump impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

**8.0 EMPLOYMENT CARD**

The contractor shall issue an Employment Card in form to each worker within three days of the employment of the worker (Appendix-F).

**9.0 SERVICE CERTIFICATE**

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a service certificate in from Appendix-G.

**10.0 PRESERVATION OF LABOUR RECORDS**

All records required to be maintained under Regulations Nos. 6 and 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge, Labour Officer.

**11.0 POWER OF LABOUR OFFICERS TO MAKE INVESTIGATIONS INQUIRY**

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

**12.0 INSPECTION OF BOOK AND SLIPS**

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour officer or any other person, authorized by the Central Government on his behalf.

**13.0 SUBMISSION OF RETURNS**

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

**14.0 AMENDMENTS**

The NBCC may from to time, add or amend the regulations and on any question as to the application, interpretation or effect of these regulations the decision of the Zonal Chief concerned shall be final.

**Appendix - 'A'**

**LABOUR BOARD**

Name of work

Name of Contractor

Address of Contractor

Name and Address of Unit

Name of Labour Enforcement Officer

Address of Labour Enforcement Officer

Date:

S. No.	Category	Minimum wage fixed	Actual wages paid	Number present	Remarks

Weekly Holiday

Wage Period

Date of Payment of wages

Working hours

Rest interval



**Appendix - 'B'**

**FORM 13**

**See rule 75**

**REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR**

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Name and Address of Contractor

Name and Address of Establishment in  
under which contract is carried on

Nature and location of work

Name & Address of Principal Employer

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Sl. No.	Name and surname of workman	Age & sex	Father's Husbands Name	Nature of employment / designation	Permanent home address of the workman (village and Tehsil Taluk and District)	Local address
1.	2.	3.	4.	5.	6.	7.

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Date of commencement of employment	Signature or thumb impression of the workman	Date of termination of employment	Reasons for termination	Remarks
1.	2.	3.	4.	5.

**Appendix - 'C'**

**FORM XVI**

(See Rule 78(2) (193))

**MUSTER ROLL**

Name and address of contractor

Name and address of establishment in/under  
which contract is carried on

Nature and location of work

Name and Address of Principal Employer

For the month / fortnight

S. No.	Name of the workman	Sex	Father's/ Husband's Name	Dates					Remarks
1.	2.	3.	4.	5.					6.
				1	2	3	4	5	

**Appendix - 'D'**

**FORM XVII**

(See Rule 78(2) (03))

**REGISTER OF WAGES**

Name and address of contractor

Name and address of establishment in/under  
which contract is carried on

Nature and location of work

Name and Address of Principal Employer

Wage period: per month/ fortnightly

S. No.	Name of Workman	Serial No. in the register of workman	Designation nature of work done	Nos. of days worked	Units of work done	Daily rate of wages/ piece rate	Basic Wages
1.	2.	3.	4.	5.	6.	7.	8.

---

Dearness allowance	Overtime	Other cash payments (Nature of payments to be indicated)	Total	Deduction if any (indicate nature)	Net Amt paid	Signature thumb impression of the workman	Initial contractor or his representative
9.	10.	11.	12.	13.	14.	15.	16.

**Appendix - 'E**

**FORM XIX**

[ SEE RULE 78 (2) (B) ]

**W A G E S L I P**

Name and address of contractor

Name and Father's/Husband/s Name of workman

Nature and location of work

For the Week/Fortnight/Month ending

1. No. of days worked
2. No. of Units worked in case of piece rate workers
3. Rate of daily wags/piece rate
4. Amount of overtime wages
5. Gross wages payable
6. Deductions if any
7. Net amount of wages paid

Sign of the Contractor

**Appendix - 'E'**

**WAGE CARD**

**Wage Card No.**

Name and address of Contractor	Date of Issue
Nature of work with location	Designation
Name of workman	Month/Fortnight
Rate of Wages	

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

Morning	Rate
Evening	Amount
Initial	

Received from \_\_\_\_\_ the sum of Rs. \_\_\_\_\_ On account  
of my wagon.

Signature

The wage card is valid for one month from the date of issue.

**Appendix 'F'**

**FORM XIV**

(See Rule 76)

**EMPLOYMENT CARD**

Name and address of contractor

Name and address of establishment under which  
The contract is carried out

Nature and location of work

Name and address of Principal Employer

1. Name of the workman
2. S. Name in the register of workman employed
3. Nature of Employment/Designation
4. Wage rate (with particulars of unit in  
case of piece work)
5. Wage Period
6. Tenure of employment
7. Remarks

Signature of Contractor

**Appendix - 'G'**

**Form XV**

(See Rule 77)

**(SERVICE CERTIFICATE)**

Name and address of contractor

Nature and location of work

Name and address of workman

Age or date of birth

Identification Marks

Father's/Husbands Name

Name and address of establishment in under which  
contract is carried on

Name and address of Principal Employer

S. No.	Total period of which employed		Nature of work	Rate of wages (with particulars of unit In case of piece work)	Remarks
	From	To			
1.	2.	3.	4.	5.	6.

Signature

**Appendix 'H'**

**Form XII**

**[See Rule 78 (2) (d)]**

**REGISTER OF FINES**

Name and address of contractor

Name and address of establishment in/ under which contract is carried on

Nature and location of work

Name and address of workman

Name and address of Principal Employer

S. No.	Name of workman	Father's/Husband Name	Designation/nature of employment	Act/Omission for which fine imposed	Date of offence
1.	2.	3.	4.	5.	6.

Whether workman showed cause against fine	Name of person in whose presence employees explanation was heard	Wage period and wages payable	Amount of fine Imposed	Date on which fine realized	Remarks
7.	8.	9.	10.	11.	12.



**Appendix - 'I'**

**LIST OF ACTS AND OMISSIONS FOR  
WHICH FINES CAN BE IMPOSED**

In accordance with rule of Labour Regulations, to be displayed prominently at the site of work both in English and local language.

1. Willful insubordination or disobedience, whether alone or in combination with other.
2. Theft, fraud or dishonestly in connection with contractors beside a business or property of NBCC
3. Taking or giving bribes or any illegal gratifications
4. Habitual late attendance.
5. Drunk-ness fighting riotous or disorderly or indifferent behaviour.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the NBCC or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving the false information regarding name, age, fathers name etc.
13. Habitual loss of wage cards supplied by the employer.
14. Unauthorized use of employers property of manufacturing or making of unauthorized articles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers, which is not approved by the NBCC for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishment.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises with out previous sanction of the employers.
21. Threatening or intimidating any workman or employee during the working hours within the premises

**Appendix - 'J'**

**Form XX**

[See Rule 78 (2) (d)]

**REGISTER OF DEDUCTION FOR DAMAGES OR LOSS**

Name and address of contractor

Name and address of establishment in/ under which contract is carried on

Nature and location of work

Name and address of Principal Employer

S. No.	Name of workman	Father's/Husband Name	Designation/ nature of employment	Particulars of damage of loss	Date of damage/loss
1.	2.	3.	4.	5.	6.

Whether workman showed cause against deductions	Name of person in whose presence employees explanation was heard	Amount of deduction Imposed	No. of installment	Date of recovery		Remarks
				First installment	Last Installment	
7.	8.	9.	10.	11.	12.	13.

**Appendix - 'K'**

**Form XXII**

(See Rule 78(2))

**REGISTER OF ADVANCES**

Name and address of contractor

Name and address of establishment in/ under which contract is carried on

Nature and location of work

Name and address of Principal Employer

S. No.	Name of workman	Father's/ Husband's Name	Designation/ nature of employment	Wages period and wages payable	Date and amount of advance given
1.	2.	3.	4.	5.	6.

Purpose / for which advance made	No. of installments by which advance is to be paid	Date and amount of each installment repaid	Date on which last installment was repaid	Remarks
7.	8.	9.	10.	11.

**Appendix - 'L'**

**Form XXIII**

[See Rule 78(2) (e)]

**REGISTER OF OVERTIME**

Name and address of contractor

Name and address of establishment in/ under which contract is carried on

Nature and location of work

Name and address of Principal Employer

S. No.	Name of workman	Father's/ Husband's Name	Sex	Designation/ nature of employment	Date on which overtime worked
1.	2.	3.	4.	5.	6.

Total overtime worked or production in case of piece rated	Normal rate of wages	Overtime rate of wages	Overtime earning	Rate on which overtime wages paid	Remarks
7	8	9	10	11	12

## **Section-5**

# **FORMS AND FORMATS (PAGE No. 96 to 119)**

**Appendix - 'N'**

**FORM XXV**

**DETAILS OF THE BALANCE WORK IN HAND AS ON \_\_\_\_\_  
(UPTO THE PRECEDING MONTH OF SUBMISSION OF BID) WITH NBCC**

**(To be submitted in Envelop-1)**

S. No	Name of the Unit/Zone/SBG/RGB	Contract Value	Date of start as per LOI/Contract	Date of completion as per LOI/Contract	Work done up to the preceding month of submission of bid	Balance value of work

**Note:** The bidder shall also include the value of all such works which are awarded to bidder but yet not started upto the preceding month of submission of bid.

**Appendix - 'O'**

**FORM XXVI**

**AFFIDAVIT**

**(To be submitted by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only)  
duly attached by Notary Public)**

**(To be submitted in Envelop-1)**

Affidavit of Mr. ....S/o .....  
R/o .....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s .....  
Having its Head Office/Regd. Office at .....
2. That the information/documents/Experience certificates submitted by  
M/s..... along with the tender for ..... (*Name of work*).....  
To NBCC Ltd. are genuine and true and nothing has been concealed.
3. I shall have no objection in case NBCC verifies them from issuing authority(ies). I  
shall also have no objection in providing the original copy of the document(s), in  
case NBCC demand so for verification.
4. I hereby confirm that in case, any document, information & / or certificate  
submitted by me found to be incorrect / false / fabricated, NBCC at its discretion  
may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All  
dues.
5. I shall have no objection in case NBCC verifies any or all Bank Guarantee(s) under  
any of the clause(s) of Contract including those issued towards EMD and  
Performance Guarantee from the Zonal Branch /office issuing Bank and I/We shall  
have no right or claim on my submitted EMD before NBCC receives said  
verification.
6. That the Bank Guarantee issued against the EMD issued by (name and address of  
the Bank) is genuine and if found at any stage to be incorrect / false / fabricated,  
NBCC shall reject my bid, cancel pre-qualification and debar me from participating  
in any future tender for three years.

I, ....., the Proprietor / Authorised signatory of  
M/s..... do hereby confirm that the contents of the above  
Affidavit are true to my knowledge and nothing has been concealed there  
from..... and that no part of it is false.

Verified at .....this.....day of .....

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

## APPLICATION FOR EXTENSION OF TIME

(To be completed by the Contractor)

### P A R T - I

1. Name of Contractor
2. Name of the work as given in the Agreement
3. Agreement No.
4. Estimated amount put to tender
5. Date of commencement work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated as per agreement
8. Period for which extension of time has been give previously

Extension granted

- |  |        |      |
|--|--------|------|
| a) First extension vide Engineer-in-charge letter No... ..date | Months | Days |
| b) 2nd extension vide Engineer-in-charge letter No..... date   | Months | Days |
| c) 3rd extension vide Engineer-in-charge letter No..... date   | Months | Days |
| d) 4th extension vide engineer-in-charge letter No..... date   | Months | Days |

Total extension previously given

9. Reasons for which extension have been previously given (copies of the previous application should be attached)

Period for which extension is applied for:

10. Hindrances on account of which extension is applied for with dates on which hindrances occurred, and the period for which these are likely to last.
  - a) Serial No.
  - b) Nature of hindrance
  - b) Date of Occurrence
  - c) Period for which it is likely to last
  - e) Period for which extension required for this particular hindrance.
  - f) Over lapping period, if any, with reference to item



- g) Net extension applied for
- h) Remarks, if any
  - Total period for which extension is now applied for on account of hindrances mentioned above ..... Month/ days.
- 12. Extension of time required for extra work.
- 13. Details of extra work and on the amount involved:
  - a) Total value of extra work
  - b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
- 14. Total extension of time required for 11 & 12
  - Submitted to the Engineer-in-Charges office.

SIGNATURE OF CONTRACTOR

DATE

## **APPLICATION FOR EXTENSION OF TIME**

### **(PART - II)**

1. Date of receipt of application from Contractor for the work in the Engineer-in-charge office.
2. Acknowledgement issued by Engineer-in-charge vide his letter No.            dated
3. Engineer-in-charge remarks regarding hindrances mentioned by the Contractor.
  - i)    Serial No.
  - ii)   Nature of hindrance
  - iii)  Date of occurrence of hindrance
  - iv)   Period for which hindrance, is likely to last
  - v)    Extension of time period applied for by the contractor
  - vi)   Over lapping period, if any, giving reference to items which over lap
  - vii)  Net period for which extension is recommended.
  - viii) Remarks as to why the hindrance occurred and justification for extension recommended.
4. Engineer-in-charge recommendations.

The present progress of the work should be stated and whether the work is likely to be completed by the date up to which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under the agreement.

SIGNATURTE OF ENGINEER-IN-CHARGE

APPROVAL OF ZONAL HEAD

## PROFORMA FOR EXTENSION OF TIME

### P A R T -III

To

NAME

ADDRESS OF THE CONTRACTOR

SUBJECT:

Dear Sir(s)

Reference your letter No \_\_\_\_\_ dated \_\_\_\_\_ , in connection with the grant of extension of time for completion of the work.....

The date of completion for the above mentioned work, is ..... as stipulated in the agreement, dated .....

Extension of time for completion of the above mentioned work is granted upto \_\_\_\_\_, without prejudice to the right of the NBCC to recover compensation for delay in accordance with the provision made in Clause of the said agreement dated the \_\_\_/ \_\_\_/ \_\_\_. It is also clearly understood that the NBCC shall not consider any revision in contract price or any other compensation whatsoever due to grant of this extension.

Provided that notwithstanding the extension hereby granted, time is and shall still continue to be the essence of the said agreement.

Yours faithfully,

FOR NBCC LTD.

## **PROFORMA OF BANK GUARANTEE IN LIEU OF E M D (TENDER BOND)**

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

National Buildings Construction  
Corporation Limited,  
NBCC Bhawan, Lodhi Road, New Delhi - 110003

In consideration of National Buildings Construction Corporation Limited, having its Registered Office at NBCC, Bhawan, Lodhi Road, New Delhi -110003 (hereinafter called "NBCC" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No..... and M/s..... having its Registered Head Office at..... (hereinafter called the "TENDERER") is to participate in the said tender for..... Whereas NBCC, as a special case, has agreed to accept an irrevocable and unconditional Tender Bond Guarantee for an amount of Rs..... valid upto..... from the tenderer in lieu of Cash Deposit of Rs..... required to be made by the tenderer, as a condition precedent for participation in the said tender. We the.....(hereinafter called the "BANK") having its Registered, Office at..... and branch office at..... do hereby unconditionally and irrevocably undertake to pay to NBCC immediately on demand in writing and without demur/protest any amount but not exceeding Rs..... Any such demand made by NBCC shall be conclusive and binding on us irrespective of any dispute or differences that may be raised by the tenderer. Any change in the constitution of the tenderer or the Bank shall not discharge our liability under the guarantee.

We, the..... Bank, lastly undertake not to revoke this guarantee during its currency without the prior consent of NBCC in writing and this guarantee shall remain valid upto..... Unless a claim is made within three months from the date of expiry i.e. .... (three months after the date of expiry), we shall be relieved of our liability under this guarantee thereafter.

FOR AND ON BEHALF OF BANK

PLACE :

DATED :

WITNESS.

- 1.
- 2.

## **PROFORMA OF BANK GUARANTEE (PERFORMANCE)**

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

NATIONAL BUILDINGS CONSTRUCTION  
CORPORATION LIMITED,  
NBCC Bhawan, Lodhi Road, New Delhi - 110003

Whereas the National Buildings Construction Corporation Limited, having its Registered Office at NBCC, Bhawan, Lodhi Road, New Delhi -110003 (hereinafter called "NBCC" which expression shall include its successors and assigns) having awarded a work order/contract / supply order No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the contract) to M/s. \_\_\_\_\_ (hereinafter called the contractor / supplier) at a total price of Rs.\_\_\_\_\_ subject to the terms and conditions contained in the contract.

WHEREAS, the terms and conditions of the contract require the contractor to furnish a bank guarantee for Rs.\_\_\_\_\_ (Rupees.....) being .....% of the total value of the contract for proper execution and due fulfillment of the terms and conditions contained in the contract.

We, the \_\_\_\_\_ Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to NBCC immediately on demand in writing and without protest/or demur all moneys payable by the contractor/supplier to NBCC in connection with the execution/supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by NBCC by reason of any breach by the contractor/supplier of any of the terms and conditions contained in the contract as specified in the notice of demand made by NBCC to the bank. Any such demand made by NBCC on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the Bank's liability under this guarantee, shall be limited to Rs. ....in the aggregate and the bank hereby agrees to the following terms and conditions:-

- (i) This guarantee shall be a continuing guarantee and irrevocable for all claims of NBCC as specified above and shall be valid during the period specified for the performance of the contract including the period of maintenance/warranty i.e. upto.....
- (ii) We, the said bank further agree with NBCC that NBCC shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by NBCC against the contractor/supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or omission on the part of NBCC or any indulgence by NBCC to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

- (iii) This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever NBCC may now or at any time have in relation to the performance of the works/equipment and the company shall have full re-course to or enforce this security in performance to any other security or guarantee which the NBCC may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for NBCC to proceed against the said contractor/supplier before proceeding against the Bank.
- (iv) This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier/ contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to NBCC in terms thereof are paid by the Bank.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the supplier/contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the supplier/contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to NBCC in terms hereof.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of NBCC in writing. Unless a claim is made in writing within three months from the date of expiry of this guarantee i.e..... (three months after the date of expiry) we shall be relieved from all liabilities under this guarantee thereafter.

Signed this ..... day of ..... at.....

For and on behalf of Bank

WITNESS.

1. \_\_\_\_\_

2. \_\_\_\_\_

**PROFORMA OF BANK GUARANTEE  
(FOR MOBILIZATION ADVANCE)**

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

National Buildings Construction  
Corporation Limited,  
NBCC Bhawan, Lodhi Road, New Delhi - 110003

1.0 In consideration of the National Buildings Construction Corporation Limited, having its Registered Office at NBCC, Bhawan, Lodhi Road, New Delhi -110003 (hereinafter called "NBCC" which expression shall unless repugnant to the subject or context include his successor and assigns) having agreed under the terms and conditions of Contract No.....dated..... made between..... and NBCC in connection with..... (hereinafter called "the said contract") to make at the request of the Contractor a Mobilization Advance of Rs..... for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to NBCC, we the..... Bank Ltd., (hereinafter referred to the "the said Bank") and having our registered office at..... do hereby guarantee the due recovery by NBCC of the said advance as provided according to the terms and conditions of the Contract. We..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from NBCC stating that the amount claimed is due to NBCC under the said Agreement. Any such demand made on the.....shall be conclusive as regards the amount due and payable by the.....under this guarantee and..... agree that the liability of the .....to pay NBCC the amount so demanded shall be absolute and unconditional notwithstanding any dispute or disputes raised by the Contractor and notwithstanding any legal proceeding pending in any court or Tribunal relating thereto. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....

2.0 We ..... Bank further agree that NBCC shall be the sole judge of and as to whether the amount claimed has fallen due to NBCC under the said agreement or whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by NBCC on account of the said advance together with interest not being recovered in full and the decision of NBCC that the amount has fallen due from contractor or the said Contractor has not utilized the said advance or any part thereto for the purpose of the contract and as to the amount or amounts of loss or damage caused to or suffered by NBCC shall be final and binding on us.

3.0 We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect till the said advance has been fully recovered and its claims satisfied or discharged and till NBCC certify that the said advance has been fully recovered from the said Contractor, and accordingly discharges this Guarantee subject, however, that NBCC shall have no claims under this Guarantee after the said advance has been fully recovered, unless a notice of the claims under this Guarantee has been served on the Bank before the expiry of the said Bank Guarantee in which case the same shall be enforceable against the Bank.

4.0 NBCC shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing

the said Contract or the advance or securities available to NBCC and the said Bank shall not be released from its liability under these presents by any exercise by NBCC of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of NBCC or any indulgence by NBCC to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the bank from its such liability.

- 5.0 It shall not be necessary for NBCC to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which NBCC may have obtained or obtain from the Contractor or shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
- 6.0 We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of NBCC in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

Dated this .....day of.....

For and on behalf of Bank

(NAME AND DESIGNATION)

Dated:



**PROFORMA OF BANK GUARANTEE  
(IN LIEU OF SECURITY DEPOSIT)**

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

National Buildings Construction  
Corporation Ltd.,  
NBCC Bhawan, Lodhi Road, New Delhi – 110003

In consideration of the National Buildings Construction Corporation Ltd., having its Registered Office at NBCC, Bhawan, Lodhi Road, New Delhi -110003 (hereinafter called "NBCC") which expression shall include its successors and assigns having awarded to M/s.....(hereinafter called "the Supplier/Contractor") which expression shall wherever the subject or context so permits includes its successors and assigns) a Contract in terms inter-alia of NBCC's letter NO.....dated.....and the Contract/Purchase Conditions of NBCC and upon the condition of the Supplier/Contractor furnishing Security for the performance of the Supplier's obligations and /or discharge of the contractor's/supplier's liability under and/or in connection with the said supply contract upto a sum of Rs..... (Rupees..... only) We,..... ((hereinafter called "The Bank") which expression shall include its successors and assigns) hereby undertake and guarantee payment to NBCC forthwith on the same day on demand in writing and without protest or demur of any and all moneys payable by the supplier/contractor to NBCC under, in respect or in connection with the said contract inclusive of all the losses, damages, costs, charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by NBCC to the Bank with reference to this guarantee upto and aggregate limit of Rs.....(Rupees.....only) and the bank hereby agree with NBCC that:

1. This Guarantee shall be continuing guarantee and shall ..... remain valid and irrevocable for all claims of NBCC and liabilities of Supplier/Contractor arising upto and until midnight of.....
2. This Guarantee shall be in addition to any other Guarantee or Security whatsoever that NBCC now or at any time have in relation to the Supplier's obligations/liabilities under and/or in connection with the said supply/contract, and NBCC shall have full authority to take recourse or to enforce this Security in preference to any other Guarantee or Security which NBCC may have or obtain and no forbearance on the part of NBCC in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its liability hereunder.
3. NBCC shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Supplier's/Contractor's obligations and/ or liabilities under or in connection with the said supply/contract or to grant time and / or indulgence to the supplier / contractor or to increase or otherwise vary the prices or the total contract value or to release or to forbear from enforcement of all or any of the conditions under the said supply / contract and / or the remedies of NBCC under any other security/securities now or hereafter held by NBCC and no such dealings, increase(s) or other indulgence(s) or arrangement(s) with the supplier / contractor or releasing or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to NBCC hereunder or prejudicing rights of NBCC against the Bank.
4. This Guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier / contractor

but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to NBCC in terms thereof.

5. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank in terms hereof shall not be otherwise affected or suspended by reason of any dispute or disputes having been raised by the supplier / contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial or liability by the supplier/ contractor stopping/ preventing or purporting to stop or prevent any payment by the Bank to NBCC in terms thereof.
6. The amount stated in any notice of demand addressed by NBCC to the Guarantor as liable to be paid to NBCC by the supplier/contractor or as suffered or incurred by NBCC on account of any losses or damages, costs, charges and / or expenses shall as between the Bank and NBCC be conclusive of the amount so liable to be paid to NBCC or suffered or incurred by NBCC as the case may be and payable by the Guarantor to NBCC in terms hereof subject to a maximum of Rs .....(Rupees .....only),
7. Unless demand or claim under this Guarantee is made on the Guarantor in writing within three months from the date of expiry of the Guarantee i.e upto ..... the Guarantor shall be discharged from all liabilities under this Guarantee there under.

Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs. .... (Rupees.....only). This guarantee will expire on..... Any claim under this Guarantee must be received by us within three months from the date of expiry i.e. .... (date, three months after the expiry date) and if no such claim has been received by us by that date all your rights under this guarantee will cease.

For and on behalf of the Bank

Place

Date

WITNESS:

1.

2.

**PROFORMA OF BANK GUARANTEE**  
**(FOR MOBILIZATION ADVANCE WITH INTEREST BEARING)**  
**(Judicial Stamp per Stamp Act - paper of appropriate value as respective state)**

National Buildings Construction  
Corporation Ltd.,  
NBCC Bhawan, Lodhi Road, New Delhi – 110003

1. In consideration of the National Buildings Construction Corporation Ltd., having its Registered Office at NBCC, Bhawan, Lodhi Road, New Delhi -110003 (hereinafter called "NBCC" which expression shall unless repugnant to the subject: or context Include his successor and assigns) having agreed under the terms and conditions of Contract No. dated made between (name of the contractor) and NBCC in connection with (name of work) (hereinafter called "the said contract") to make at the request of the Contractor a Mobilization Advance of Rs. \_\_\_\_\_ carrying interest @ ... % p.a. for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to NBCC, we the Bank (hereinafter referred to the "the said Bank") and having our registered office at do hereby guarantee the due recovery by NBCC of the said advance alongwith interest as provided according to the terms and conditions of the contract. We ... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely, on a demand from NBCC stating that the amount claimed is due to NBCC under the said Agreement. Any such demand made on the said bank shall be conclusive as regards the amount due and payable by the said contractor under this guarantee and agree that the liability of the said bank to pay NBCC the amount so demanded shall be absolute and unconditional notwithstanding any dispute or disputes raised by the Contractor and notwithstanding any legal proceeding pending in any court or Tribunal relating thereto. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs ... inclusive of interest @ .....% p.a.
2. We the said bank further agree that NBCC shall be the sole judge of and as to whether the amount claimed has fallen due to NBCC under the said agreement or whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by NBCC on account of the said advance together with interest not being recovered in full and the decision of NBCC that the amount has fallen due from' contractor or the said Contractor has not utilized the said advance or any part thereto for the purpose of the contract and as to the amount or amounts of loss or damage caused to or suffered by NBCC shall be final and binding on us.
3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect till the said advance has been fully recovered and its claims satisfied or discharged and till NBCC certify Contractor, and accordingly discharges this Guarantee subject, however, that NBCC shall have no claims under this Guarantee unless a notice of the claims under this Guarantee has been served on the Bank before the expiry of the said Bank Guarantee in which case the same shall be enforceable against the Bank.
4. NBCC shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or the advance or securities available to NBCC and the said Bank shall

not be released from its liability under these presents by any exercise by NBCC of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of NBCC or any indulgence by NBCC to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the bank from its such liability.

5. It shall not be necessary for NBCC to proceed against the Contractor before proceeding against the Bank and Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which NBCC may have obtained or obtain from the Contractor or shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of NBCC in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

Dated this..... day of.....

Place:

Date:

Witness:

1.

## FORM FOR GUARANTEE BOND FOR ANTI-TERMITE TREATMENT

THIS AGREEMENT made this \_\_\_\_ day of Two thousand \_\_\_\_ between M/s \_\_\_\_\_ (hereinafter called the guarantor of the one part and M/s National Buildings Construction Corporation Limited, hereinafter called the NBCC hereinafter called the OWNER of the other part.

Whereas this agreement is supplementary to the contract hereinafter called the contract dated \_\_\_\_\_ made between the guarantor of the one part and National Buildings Construction Corporation Ltd., of the other part whereby the contractor inter-alia, understood to render the buildings and structures in the said contract recited, completed, termite proof. And whereas the guarantor agreed to give a guarantee to the effect that the said structure will remain termite proof for TEN YEARS to be so reckoned from the date after the maintenance period prescribed in the contract expires.

During this period of guarantee the guarantor shall make good all defects and for that matter shall replace at his risk and cost such wooden member as may be damaged by termite and in case of any other defect being found, he shall render the building termite proof at his cost to the satisfaction of the Engineer-in-charge and shall commence the works of such rectification within seven days from date of issuing notice from the Engineer-in-Charge calling upon him to rectify the defects falling which the work shall be got done by NBCC/ OWNER by some other contractor at the guarantor's cost and risk and in the later case the decision of the Engineer-in-charge as to the cost recoverable from the guarantor shall be final and binding.

That if the Guarantor fails to execute the Anti-Termite treatment or commits breaches hereunder then the Guarantor will indemnify NBCC against all losses damages, cost expenses or otherwise which may be incurred by him by reasons of any default on the part of the guarantor in performance and observance of this supplemental Agreement. As to the amount of loss and or damage and/or cost incurred by NBCC/ OWNER decision of the Engineer-in-charge will be final and binding on the parties.

In witness where of these presents have been executed by the Guarantor \_\_\_\_\_ and by \_\_\_\_\_ for and on behalf of NBCC on the day of \_\_\_\_ month and year first above written.

Signed sealed and delivered by (Guarantor)

IN THE PRESENCE OF:

- 1.
- 2.

Signed for and on behalf of NBCC by/ in presence of:

- 1.
- 2.

## **GUARANTEE TO BE EXECUTED BY CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS**

The agreement made this ..... day of ..... Two thousand One and ..... between ..... (hereinafter called Guarantor of the one part) and the NBCC (hereinafter called the Execution Agency of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the Contract), dated ..... and made between the GUARANTOR OF THE ONE part and the NBCC of the other part, whereby the Contractor, inter-alia, undertook to render the buildings and structures in the said contract recited completely water and leak proof.

AND WHEREAS the Guarantor agreed to give a guarantee to the effect that the said structures will remain water and leak proof for ten years from the date of handing over of the structure of water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the Guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose.

- a) Misuse of roof shall mean any operation, which will damage proofing treatment, like chopping of fire wood and things of the same nature which might cause damage to the roof.
- b) Alternation shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts
- c) The decision of the Engineer-in-Charge with regard to cause of leakage shall be final

During this period of guarantee, the Guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Engineer-in-Charge at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by the NBCC by some other Contractor at the guarantor's cost and risk. The decision of Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the water proofing or commits breach thereunder, then the Guarantor will indemnify the principal and his successors against all laws damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and/ or cost incurred by the NBCC, the decision of the Engineer-in-Charge will final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligor,,,,,..... and by ..... And for and on behalf of the NBCC on the day, month and year first above written.

Signed, sealed and delivered by Obligor in the presence of-

- 1.
- 2.

Signed for and on behalf of the NBCC by \_\_\_\_\_

In presence of:

- 1.
- 2.

## **PROFORMA OF INDENTURE FOR SECURED ADVANCE OR CREDIT**

THIS INDENTURE made this day of \_\_\_\_\_ Between \_\_\_\_\_  
(hereinafter called the contractor) which expression shall where the Context as admits or implies be deemed to include his executor/administrators and assign of the one part and National Buildings Construction Corporation Ltd., having its Registered Office at NBCC, Bhawan, Lodhi Road, New Delhi -110003 (hereinafter called the Engineer) which expression shall where the context so admits or implies be deemed to include its successors and assign of the other part.

Whereas by an agreement dated (hereinafter called the said agreement). The Contractor has agreed to construct.....

And whereas the Contractor has applied to the Engineer that he may be or be given credited for materials brought by him to the site of the work subject to the said agreement for use in construction of the work.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) paid to the contractor by the Engineer. The receipt where the Contractor hereby acknowledges and of such advance or credited (if any) as may be made to him as aforesaid the Contractor hereby covenants and agrees with The Engineer and declares as follows:

1. That all sums given as advance or credit by The Engineer to the Contractor as aforesaid shall be employed by the Constructor in or toward the execution of the said works and for no other purpose whatsoever.
2. That the material for which the advance or credit is given are offered to and accepted by The Engineer as security and are absolutely the Contractor's own property and free from encumbrances of any kind the Contractor will not make any application for or receives further advance or credit on the security or material which are not absolutely his own property and free from encumbrances of any kind and the Contractor shall indemnify The Engineer against any claims to any material in respect of which advance or credit has been made to him as aforesaid.
3. That the said material and all other material on the security of which any further advance or advances or credit may be given as aforesaid (hereinafter called the said materials) shall be used by the Contractor s solely in the execution of the said works in accordance with the direction of the Engineer and in terms of said agreement.
4. That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper safe custody and protection against all risks of the said material and that until used in the construction as aforesaid the material shall remain at the site of the said works in Contractor's custody and on his responsibility and shall at all times be open to inspection by The Engineer. In the events of the materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in greater degree than in due to reasonable use and wear thereof the Contractor will replace the same with other materials of like



quality of repair and make good the same as required by The Engineer.

5. That said material shall not on any account be removed from the site of work except with the written permission of The Engineer.
6. That the advance shall be repayable in full when or before Contractor receives payment from The Engineer of the price payable to him for the said work under the term and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done then on the occasion of each payment The Engineer will be at liberty to make a recovery from the Contractor's bill from such payments by deducting there from the value of the said materials than actually used in the contraction and in respect of which recovery has not been made previously. The value of this purpose being determined in respect of each description of materials at the rates at which the amounts of the advance as made under these presents was calculated.
7. That if the Contractor shall at any time make at any default in the performance of observance in respect of any of the terms and provisions of the said agreement or of that provisions the total amount of the advance or advances that may still be owing to The Engineer, shall immediately on the happening of such default be repayable by the Contractor to The Engineer together with interest thereon at 12% p.a. from the date of respective dated to such advance or advances to the date of payment and with all costs. Damages and expenses incurred by The Engineer in or for recovery hereof or the Contractor hereby covenants and agrees with The Engineer to repay and pay the same respective to him accordingly.
8. That the Contractor hereby charges all the said materials with the repayment to The Engineer of all sums advances or credit as aforesaid and all costs. Charges, damages and expenses payable under these presents PROVIDED ALWAYS it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and wherever the covenant for payment and repayment herein before contained shall be become enforceable and the money owing shall not be paid in accordance therewith. The Engineer may at any time thereafter adopt all or any of the following courses he may deem best:
  - a. Seize the utilize the said material or any part thereof in the completion of the said works in accordance with the provision in that behalf contained in the said agreement debating the Contractor with the actual cost of effecting such completion and the amount due in respect of advance or credit under these presents and crediting the Contractor with value of work done as if he has carried it out in accordance with the said agreement and the rates thereby provided if the balance is against the Contractor is to pay the same to the engineer on demand.
  - b. Remove and sell by public action the seized materials or any part thereof and out of the money arising from the sale repay the engineer under these presents and pay over the surplus (if any) to the Contractor.
  - c. Deduct all or any part of the moneys owing from any sums due to the contractor under said agreement.
9. Expect in the event of such default on the part of contractor as aforesaid,

interest or the said advance shall not be payable.

10. That in the event of conflict between the provisions of these presents and the said agreements, the provision of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents, the settlement of which has not been hereinbefore expressly provided for the same shall so far as is lawful be subject to jurisdiction of delhi courts only.

IN WITNESS whereof the said the engineer and the contractor hereunto set their respective hands and seals the day year first above written.

Signed Sealed and delivered by

Contractor

The Engineers

## AGREEMENT FORM

This agreement made this day of (Month) (Year), between the **National Buildings Construction Corporation Limited (NBCC)**, a company incorporated under the Companies Act, 1956 having its Registered Office at NBCC Bhawan, Lodhi Road, New Delhi – 110 003 (hereinafter referred to as the "NBCC" which expression shall include its administrators, successors, executors and assigns) of the one part and **M/s (NAME OF CONTRACTOR)** (hereinafter referred to as the 'Contractor' which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS, NBCC, has desirous of construction of **(NAME OF WORK)** (hereinafter referred to as the "PROJECT") on behalf of the **(NAME OF OWNER/MINISTRY)** (hereinafter referred to as "OWNER"), had invited tenders as per Tender documents vide NIT No. \_\_\_\_\_.

AND WHEREAS **(NAME OF CONTRACTOR)** had participated in the above referred tender vide their tender dated \_\_\_\_\_ and NBCC has accepted their aforesaid tender and award the contract for (NAME OF PROJECT) on the terms and conditions contained in its Letter of Intent No. \_\_\_\_\_ and the Documents referred to therein, which have been unequivocally accepted by **(NAME OF CONTRACTOR)** vide their acceptance letter dated \_\_\_\_\_ resulting into a contract.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

### ARTICLE 1.0 – AWARD OF CONTRACT

#### 1.1 SCOPE OF WORK

NBCC has awarded the contract to **(NAME OF CONTRACTOR)** for the work of **(NAME OF WORK)** on the terms and conditions in its letter of intent No. \_\_\_\_\_ dated \_\_\_\_\_ and the documents referred to therein. The award has taken effect from **(DATE)** i.e. the date of issue of aforesaid letter of intent. The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the "Contract Documents" referred to in the succeeding Article.

### ARTICLE 2.0 – CONTRACT DOCUMENTS

2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Documents").

- a) NBCC Notice Inviting Tender vide No. \_\_\_\_\_ date \_\_\_\_\_ and NBCC's tender documents consisting of:
  - i) General Conditions of Contract (GCC) alongwith amendments/errata to GCC (if any) issued (Volume-I).
  - ii) Special Conditions of Contract including Appendices & Annexures, Volume-II.
  - iii) Bill of Quantities alongwith amendments/corrigendum of schedule items, if any (Volume-II).
  - iv) \_\_\_\_\_
  - v) \_\_\_\_\_

- b) (NAME OF CONTRACTOR)** letter proposal dated \_\_\_\_\_ and their subsequent communication:
- i) Letter of Acceptance of Tender Conditions dated \_\_\_\_\_
  - ii) \_\_\_\_\_
  - iii) \_\_\_\_\_
- 2.2 NBCC's detailed Letter of Intent No. \_\_\_\_\_ dated \_\_\_\_ including Bill of Quantities. Agreed time schedule, Contractor's Organisation Chart and list of Plant and Equipments submitted by Contractor.
- 2.3 All the aforesaid contract documents referred to in Para 2.1 and 2.2 above shall form an integral part of this Agreement, in so far as the same or any part thereof column, to the tender documents and what has been specifically agreed to by NBCC in its Letter of Intent. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Contractor in its "TENDER" but not agreed to specifically by NBCC in its Letter of Intent, shall be deemed to have been withdrawn by the Contractor without any cost implication to NBCC. For the sake of brevity, this Agreement alongwith its aforesaid contract documents and Letter of Intent shall be referred to as the "Contract".

### **ARTICLE 3.0 – CONDITIONS & CONVENANTS**

- 3.1 The scope of Contract, Consideration, terms of payments, advance, security deposits, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions contained in NBCC's Letter of Intent No. \_\_\_\_\_ dated \_\_\_\_ are to be read in conjunction with other aforesaid contract documents. The contract shall be duly performed by the contractor strictly and faithfully in accordance with the terms of this contract.
- 3.2 The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the Letter of Intent.
- 3.3 Contractor shall adhere to all requirements stipulated in the Contract documents.
- 3.4 Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents and Letter of Intent.
- 3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.
- 3.6 The total contract price for the entire scope of this contract as detailed in Letter of Intent is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), which shall be governed by the stipulations of the contract documents.

**ARTICLE 4.0 – NO WAIVER OF RIGHTS**

4.1 Neither the inspection by NBCC or the Engineer-in-Charge or Owner or any of their officials, employees or agents nor order by NBCC or the Engineer-in-Charge for payment of money or any payment for or acceptance of, the whole or any part of the work by NBCC or the Engineer-in-Charge nor any extension of time nor any possession taken by the Engineer-in-Charge shall operate as waiver of any provisions of the contract, or of any power herein reserved to NBCC, or any right to damage herein provided, nor shall any waiver of any breach in the contract be held to be a waiver or any other or subsequent breach.

**ARTICLE 5.0 – GOVERNING LAW AND JURISDICTION**

5.1 The Laws applicable to this contract shall be the laws in force in India and jurisdiction of Delhi Court (s) only.

5.2 Notice of Default

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgment due or by FAX or by registered mail duly addressed to the signatories at the address mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned at New Delhi.

For and on behalf of:

For and on behalf of:

(NAME OF CONTRACTOR)

M/s NATIONAL BUILDINGS CONSTRUCTION  
CORPORATION LIMITED

WITNESS:

WITNESS:


1.

1.

## **Section-6**


# **QUALITY CONTROL FORMATS AND CHECKLIST (PAGE No. 120 to 129)**

**NAME OF PROJECT** \_\_\_\_\_

CONTRACTOR		<b>CHECK LIST FOR CONCRETING</b>					
CONTRACT NO.		REF DRAWING NO _____		LOCATION BLOCK _____ FLOOR _____ AREA _____			
LAYOUT	<input type="checkbox"/> Alignment Checked	<input type="checkbox"/> Level of base Checked	<input type="checkbox"/> Dimensional Check (edges & diagonals)	<input type="checkbox"/> Starters	<input type="checkbox"/> Location of cu-outs & services		
STAGING/ SCAFFOLDING	<input type="checkbox"/> Adequacy & rigidity of Props, stays, bracings, Conformity to scheme drawings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
FORMWORK	<input type="checkbox"/> Qty of forms and support <input type="checkbox"/> Props adequate	<input type="checkbox"/> Vertical form surface in alignment & plumb	<input type="checkbox"/> Even surface <input type="checkbox"/> Oil sprayed	<input type="checkbox"/> Gaps between shuttering are Properly closed.	<input type="checkbox"/> No space for sagging of Form work		
REINFORCEMENT	<input type="checkbox"/> Cutting & bending as per Bar bending schedule (schedules attached)	<input type="checkbox"/> Adequate laps Welds	<input type="checkbox"/> Chair/cover blocks Placed as per scheme	<input type="checkbox"/> Binding wire not Touching shuttering	<input type="checkbox"/> Fixtures, inserts Conduits in position		
	<input type="checkbox"/> Dowels & positioning Provided as per drg.	<input type="checkbox"/> Walkway for Labour provided					
PRE-CONCRETING	<input type="checkbox"/> Concreting Arrangements	<input type="checkbox"/> Approval of Construction joint	<input type="checkbox"/> Mixer/vibrator Condition & mixing	<input type="checkbox"/> Top level of Concrete marked	<input type="checkbox"/> Transporting & Placing arrangement		
POST-CONCRETING	<input type="checkbox"/> Compaction Checked	<input type="checkbox"/> Removal of laitance	<input type="checkbox"/> Post concreting Level/dimensions.	<input type="checkbox"/> Nos of cubes cast			
DESHUTTERING & CLEARING	<input type="checkbox"/> Curing days----- <input type="checkbox"/> Water/compound	<input type="checkbox"/> Surface finish OK	<input type="checkbox"/> Concrete Test Results OK				
				W.O. Item	UNIT	QTY.	
SIGNATURE:							
CONTRACTOR	DATE	SITE ENGR	DATE	SITE INCHARGE	DATE	CONSULTANT	DATE

Signature of Contractor


**NAME OF PROJECT** \_\_\_\_\_

CONTRACTOR  CONTRACT NO.	<b>CHECK LIST FOR MASONRY WORK</b> REF DRAWING _____ LOCATION BLOCK _____ FLOOR _____ AREA _____																									
LAYOUT  SCAFFOLDING  PRE-LAYING  LAYING  CURING AND CLEARING	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"><input type="checkbox"/> Alignment &amp; wall Thickness checked`</td> <td style="width:33%;"><input type="checkbox"/> Brick on edge (top course)</td> <td style="width:34%;"></td> </tr> <tr> <td><input type="checkbox"/> Adequacy of props, Stays, platform</td> <td><input type="checkbox"/> Rigidity of base</td> <td><input type="checkbox"/> Movement space</td> </tr> <tr> <td><input type="checkbox"/> Working arrangements &amp; service provisions checked</td> <td><input type="checkbox"/> Bricks as specification</td> <td><input type="checkbox"/> Mortar grade &amp; mix As specified</td> </tr> <tr> <td><input type="checkbox"/> Joint thickness &amp; course Ht. As specified</td> <td><input type="checkbox"/> Joint alignment Checked</td> <td><input type="checkbox"/> Vertical joints Properly mortar filled from top</td> </tr> <tr> <td><input type="checkbox"/> Raking of joints Done (if applicable)</td> <td><input type="checkbox"/> Bearing plaster for Concrete</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Proper curing of const. Joint.</td> <td><input type="checkbox"/> Scaffolding removed (if required)</td> <td></td> </tr> </table>	<input type="checkbox"/> Alignment & wall Thickness checked`	<input type="checkbox"/> Brick on edge (top course)		<input type="checkbox"/> Adequacy of props, Stays, platform	<input type="checkbox"/> Rigidity of base	<input type="checkbox"/> Movement space	<input type="checkbox"/> Working arrangements & service provisions checked	<input type="checkbox"/> Bricks as specification	<input type="checkbox"/> Mortar grade & mix As specified	<input type="checkbox"/> Joint thickness & course Ht. As specified	<input type="checkbox"/> Joint alignment Checked	<input type="checkbox"/> Vertical joints Properly mortar filled from top	<input type="checkbox"/> Raking of joints Done (if applicable)	<input type="checkbox"/> Bearing plaster for Concrete		<input type="checkbox"/> Proper curing of const. Joint.	<input type="checkbox"/> Scaffolding removed (if required)		<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:50%;">W.O. Item</th> <th style="width:20%;">UNIT</th> <th style="width:30%;">QTY.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	W.O. Item	UNIT	QTY.			
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<input type="checkbox"/> Raking of joints Done (if applicable)	<input type="checkbox"/> Bearing plaster for Concrete																									
<input type="checkbox"/> Proper curing of const. Joint.	<input type="checkbox"/> Scaffolding removed (if required)																									
W.O. Item	UNIT	QTY.																								
SIGNATURE: CONTRACTOR	DATE	SITE ENGR DATE	SITE INCHARGE DATE	CONSULTANT DATE																						

Signature of Contractor




**NAME OF PROJECT** \_\_\_\_\_

CONTRACTOR  CONTRACT NO.	<b>CHECK LIST FOR PLASTERING WORK</b> LOCATION BLOCK _____ FLOOR _____ AREA _____								
SCAFFOLDING  SERVICE	<input type="checkbox"/> Platform <input type="checkbox"/> Stability <input type="checkbox"/> Fixing in position <input type="checkbox"/> Using clamps etc.	<input type="checkbox"/> Movement space <input type="checkbox"/> Patching <input type="checkbox"/> Work complete	<input type="checkbox"/> Approach to <input type="checkbox"/> Height <input type="checkbox"/> All door/window frames <input type="checkbox"/> Fixed in position <input type="checkbox"/> Skirting to floors <input type="checkbox"/> marked						
<table border="1" style="margin: auto;"> <tr> <td style="padding: 5px;">                     CLEARANCE FROM AE (E)                 </td> </tr> <tr> <td style="height: 20px;"> </td> </tr> </table>				CLEARANCE FROM AE (E)					
CLEARANCE FROM AE (E)									
SURFACE PREPARATION  PLASTERING  FINISHING	<input type="checkbox"/> Clearing & raking of Surface  <input type="checkbox"/> Mix & w/p compound Checked as per specification  <input type="checkbox"/> Texture	<input type="checkbox"/> Roughening Hacking done  <input type="checkbox"/> Coating/thickness As specified  <input type="checkbox"/> Curing Days-----	<input type="checkbox"/> Fixing metal/lathe Chicken mesh  <input type="checkbox"/> Groove at joints Provided  <input type="checkbox"/> Site cleared	<input type="checkbox"/> Mortar level Guides made  <input type="checkbox"/> Corners & edges sharp & at right Angles lines & levels maintained  <input type="checkbox"/> Surface moistened/ Cement slurry  <input type="checkbox"/> Surface leveled with At straight edge					
<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 60%;">W.O. Item</th> <th style="width: 20%;">UNIT</th> <th style="width: 20%;">QTY.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				W.O. Item	UNIT	QTY.			
W.O. Item	UNIT	QTY.							
SIGNATURE:									
CONTRACTOR	DATE	SITE ENGR	DATE						
		SITE INCHARGE	DATE						
		CONSULTANT	DATE						


Signature of Contractor

**NAME OF PROJECT** \_\_\_\_\_

CONTRACTOR	<b>CHECK LIST FOR GLAZED TILE FLOORING</b>						
CONTRACT NO.	LOCATION BLOCK _____		FLOOR _____ AREA _____				
LAYOUT	<input type="checkbox"/> Service provisions	<input type="checkbox"/> Fixing pattern	<input type="checkbox"/> Level of base & dado	<input type="checkbox"/> Finish level	<input type="checkbox"/> Door & window		
	<input type="checkbox"/> Sanitary, electrical	<input type="checkbox"/> Height market	<input type="checkbox"/> Guide	<input type="checkbox"/> frames in position			
BASE	<input type="checkbox"/> Mix	<input type="checkbox"/> Thickness	<input type="checkbox"/> Watering /	<input type="checkbox"/> Evenness	<input type="checkbox"/> Verticality, corners		
	<input type="checkbox"/> Layers	<input type="checkbox"/> Cement slurry	<input type="checkbox"/> At right angle				
LAYING	<input type="checkbox"/> Moistening of tiles	<input type="checkbox"/> Plan position of	<input type="checkbox"/> Cut to size	<input type="checkbox"/> Chamfering	of	<input type="checkbox"/> Raking/jointing	
	<input type="checkbox"/> Cut pieces at corner	<input type="checkbox"/> Smooth edge	<input type="checkbox"/> Matching	<input type="checkbox"/> edges & edge proper			
FINISHING	<input type="checkbox"/> Cement adhesive	slurry	<input type="checkbox"/> Level & plumb	<input type="checkbox"/> No hollow sound			
	<input type="checkbox"/> Checked	<input type="checkbox"/> On tapping					
	<input type="checkbox"/> Grouting of joints	<input type="checkbox"/> Curing of joints					
					W.O. Item	UNIT	QTY.
SIGNATURE:							
CONTRACTOR	DATE	SITE ENGR	DATE	SITE INCHARGE	DATE	CONSULTANT	DATE


Signature of Contractor

**NAME OF PROJECT** \_\_\_\_\_


CONTRACTOR  CONTRACT NO.	<b>CHECK LIST FOR MOSAIC FLOORING</b> LOCATION BLOCK _____ FLOOR _____ AREA _____																															
LAYOUT  BASE LAYER  TOP LAYER  FINISHING	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;"><input type="checkbox"/> Sub base Prepared</td> <td style="width: 25%;"><input type="checkbox"/> Provision of Services checked</td> <td style="width: 25%;"><input type="checkbox"/> Panelling (max size) Separator strips</td> <td style="width: 25%;"><input type="checkbox"/> Level of Sub base checked</td> </tr> <tr> <td><input type="checkbox"/> Slope Provision checked</td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Mix As specified</td> <td><input type="checkbox"/> Water/cement Slurry applied</td> <td><input type="checkbox"/> Cement concrete Thickness checked</td> <td><input type="checkbox"/> Ramming/leveling Compaction done</td> </tr> <tr> <td><input type="checkbox"/> Evenness Checked</td> <td><input type="checkbox"/> Joints treatment If any, provided</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Mix As specified</td> <td><input type="checkbox"/> Proper leveling Done</td> <td><input type="checkbox"/> Trowelling finish Proper</td> <td><input type="checkbox"/> Curing done</td> </tr> <tr> <td><input type="checkbox"/> Grinding</td> <td><input type="checkbox"/> Final g grinding</td> <td><input type="checkbox"/> Repair applied at grinding stages</td> <td><input type="checkbox"/> Polishing</td> </tr> </table>	<input type="checkbox"/> Sub base Prepared	<input type="checkbox"/> Provision of Services checked	<input type="checkbox"/> Panelling (max size) Separator strips	<input type="checkbox"/> Level of Sub base checked	<input type="checkbox"/> Slope Provision checked				<input type="checkbox"/> Mix As specified	<input type="checkbox"/> Water/cement Slurry applied	<input type="checkbox"/> Cement concrete Thickness checked	<input type="checkbox"/> Ramming/leveling Compaction done	<input type="checkbox"/> Evenness Checked	<input type="checkbox"/> Joints treatment If any, provided			<input type="checkbox"/> Mix As specified	<input type="checkbox"/> Proper leveling Done	<input type="checkbox"/> Trowelling finish Proper	<input type="checkbox"/> Curing done	<input type="checkbox"/> Grinding	<input type="checkbox"/> Final g grinding	<input type="checkbox"/> Repair applied at grinding stages	<input type="checkbox"/> Polishing	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">W.O. Item</th> <th style="width: 20%;">UNIT</th> <th style="width: 20%;">QTY.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	W.O. Item	UNIT	QTY.			
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W.O. Item	UNIT	QTY.																														
SIGNATURE:	DATE	SITE ENGR	DATE	SITE INCHARGE	DATE	CONSULTANT	DATE																									

Signature of Contractor

**NAME OF PROJECT** \_\_\_\_\_


CONTRACTOR  CONTRACT NO.	<b>CHECK LIST FOR GRIT WASH</b> DRAWING NO. _____ FLOOR NO. _____																									
SCAFFOLDING  SERVICE PROVISIONS  SURFACE PREPARATION  BASE PLASTER  TOP LAYER	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"><input type="checkbox"/> Platform</td> <td style="width:33%;"><input type="checkbox"/> Stability</td> <td style="width:33%;"><input type="checkbox"/> Movement space</td> </tr> <tr> <td><input type="checkbox"/> Roughening/hacking Of surface done</td> <td><input type="checkbox"/> Fixing metal/lathe</td> <td><input type="checkbox"/> Mortar level</td> </tr> <tr> <td><input type="checkbox"/> Mix &amp; w/p compound</td> <td><input type="checkbox"/> Coating/thickness</td> <td><input type="checkbox"/> Corners &amp; edges sharp &amp; at right angles lines &amp; levels maintained</td> </tr> <tr> <td><input type="checkbox"/> Fixing of beading for grooves as per drawing</td> <td><input type="checkbox"/> Lines and levels of grooves maintained</td> <td><input type="checkbox"/> Mix as per specification</td> </tr> <tr> <td><input type="checkbox"/> Washing of top layer</td> <td><input type="checkbox"/> Washing with Acid (light)</td> <td><input type="checkbox"/> Curing day</td> </tr> </table>	<input type="checkbox"/> Platform	<input type="checkbox"/> Stability	<input type="checkbox"/> Movement space	<input type="checkbox"/> Roughening/hacking Of surface done	<input type="checkbox"/> Fixing metal/lathe	<input type="checkbox"/> Mortar level	<input type="checkbox"/> Mix & w/p compound	<input type="checkbox"/> Coating/thickness	<input type="checkbox"/> Corners & edges sharp & at right angles lines & levels maintained	<input type="checkbox"/> Fixing of beading for grooves as per drawing	<input type="checkbox"/> Lines and levels of grooves maintained	<input type="checkbox"/> Mix as per specification	<input type="checkbox"/> Washing of top layer	<input type="checkbox"/> Washing with Acid (light)	<input type="checkbox"/> Curing day	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"><input type="checkbox"/> Approach to height</td> <td style="width:33%;"><input type="checkbox"/> All chasing work Complete</td> <td style="width:33%;"><input type="checkbox"/> All door/windows frames Fixed in position</td> </tr> <tr> <td><input type="checkbox"/> Surface moistened/ Cement slurry</td> <td><input type="checkbox"/> Chicken mesh</td> <td><input type="checkbox"/> Guides made</td> </tr> <tr> <td><input type="checkbox"/> Texture of final surface</td> <td><input type="checkbox"/> As specified</td> <td><input type="checkbox"/> Texture of final surface</td> </tr> </table>	<input type="checkbox"/> Approach to height	<input type="checkbox"/> All chasing work Complete	<input type="checkbox"/> All door/windows frames Fixed in position	<input type="checkbox"/> Surface moistened/ Cement slurry	<input type="checkbox"/> Chicken mesh	<input type="checkbox"/> Guides made	<input type="checkbox"/> Texture of final surface	<input type="checkbox"/> As specified	<input type="checkbox"/> Texture of final surface
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<input type="checkbox"/> Roughening/hacking Of surface done	<input type="checkbox"/> Fixing metal/lathe	<input type="checkbox"/> Mortar level																								
<input type="checkbox"/> Mix & w/p compound	<input type="checkbox"/> Coating/thickness	<input type="checkbox"/> Corners & edges sharp & at right angles lines & levels maintained																								
<input type="checkbox"/> Fixing of beading for grooves as per drawing	<input type="checkbox"/> Lines and levels of grooves maintained	<input type="checkbox"/> Mix as per specification																								
<input type="checkbox"/> Washing of top layer	<input type="checkbox"/> Washing with Acid (light)	<input type="checkbox"/> Curing day																								
<input type="checkbox"/> Approach to height	<input type="checkbox"/> All chasing work Complete	<input type="checkbox"/> All door/windows frames Fixed in position																								
<input type="checkbox"/> Surface moistened/ Cement slurry	<input type="checkbox"/> Chicken mesh	<input type="checkbox"/> Guides made																								
<input type="checkbox"/> Texture of final surface	<input type="checkbox"/> As specified	<input type="checkbox"/> Texture of final surface																								
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**NAME OF PROJECT** \_\_\_\_\_

CONTRACTOR	<b>CHECK LIST FOR WASTE/SOIL/VENT PIPES ETC.</b>					
CONTRACT NO.	DRAWING NO. _____	FLOOR NO. _____				
MATERIAL	<input type="checkbox"/> Make as specified <input type="checkbox"/>	<input type="checkbox"/> Thickness/class as Specified <input type="checkbox"/>	<input type="checkbox"/> Length & dia as specified <input type="checkbox"/>	<input type="checkbox"/> No cracks or holes visible <input type="checkbox"/>		
LAYOUT	<input type="checkbox"/> Space distribution & Alignment as specf. <input type="checkbox"/>	<input type="checkbox"/> Plumb of vertical line Checked <input type="checkbox"/>				
Fixing pipe &	<input type="checkbox"/> Qty available for pipes <input type="checkbox"/>	<input type="checkbox"/> Cutting & jointing as <input type="checkbox"/>	<input type="checkbox"/> Fixing of fittings & <input type="checkbox"/>	<input type="checkbox"/> Connection with corr. <input type="checkbox"/>	<input type="checkbox"/> Temporary <input type="checkbox"/>	
Fittings	<input type="checkbox"/> Fittings & jointing material as per size & fixing <input type="checkbox"/>	<input type="checkbox"/> Specified <input type="checkbox"/>	<input type="checkbox"/> Specials as specified <input type="checkbox"/>	<input type="checkbox"/> Internal networks. <input type="checkbox"/>	<input type="checkbox"/> plugging <input type="checkbox"/>	
SMOKE TEST	<input type="checkbox"/> Open ends plugged <input type="checkbox"/>	<input type="checkbox"/> Injection of smoke Pressure: <input type="checkbox"/>	<input type="checkbox"/> No leakage of Smoke <input type="checkbox"/>	<input type="checkbox"/> Section is OK <input type="checkbox"/>		
				W.O. Item	UNIT	QTY.
SIGNATURE:						
CONTRACTOR	DATE	SITE ENGR	DATE	SITE INCHARGE	DATE	CONSULTANT DATE


Signature of Contractor

**NAME OF PROJECT** \_\_\_\_\_


CONTRACTOR  CONTRACT NO.	<b>CHECK LIST FOR LAYING OF EXTERNAL SEWER</b> REF DRAWING NO _____ LOCATION _____																									
<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Excavation</td> <td style="width: 30%;"><input type="checkbox"/> Layout</td> <td style="width: 30%;"><input type="checkbox"/> Slope/cutting as per Specifications</td> <td style="width: 10%;"><input type="checkbox"/> Level</td> </tr> <tr> <td>Laying /RCC pipes</td> <td><input type="checkbox"/> Bed concrete as per Specifications</td> <td><input type="checkbox"/> RCC pipes as per Requirement</td> <td><input type="checkbox"/> Jointing of pipes</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Boxing</td> <td><input type="checkbox"/> Strata bore Dewatering (wherever required)</td> <td></td> </tr> <tr> <td>Manholes</td> <td><input type="checkbox"/> Bricks as per specifications</td> <td><input type="checkbox"/> Mortar as per specifications</td> <td><input type="checkbox"/> Plastering</td> </tr> <tr> <td></td> <td><input type="checkbox"/> End of pipes plugged</td> <td></td> <td></td> </tr> <tr> <td>Back fillings</td> <td><input type="checkbox"/> In layers</td> <td></td> <td></td> </tr> </table>			Excavation	<input type="checkbox"/> Layout	<input type="checkbox"/> Slope/cutting as per Specifications	<input type="checkbox"/> Level	Laying /RCC pipes	<input type="checkbox"/> Bed concrete as per Specifications	<input type="checkbox"/> RCC pipes as per Requirement	<input type="checkbox"/> Jointing of pipes		<input type="checkbox"/> Boxing	<input type="checkbox"/> Strata bore Dewatering (wherever required)		Manholes	<input type="checkbox"/> Bricks as per specifications	<input type="checkbox"/> Mortar as per specifications	<input type="checkbox"/> Plastering		<input type="checkbox"/> End of pipes plugged			Back fillings	<input type="checkbox"/> In layers		
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**NAME OF PROJECT** \_\_\_\_\_

<b>CONTRACTOR</b>	<b>CHECK LIST FOR SUB GRADE</b>						
<b>CONTRACT NO.</b>	<b>LOCATION</b>			<b>FLOOR NO.</b> _____			
<b>LAYOUT</b>	<input type="checkbox"/> <input type="checkbox"/>	Alignment of center line as drawings	<input type="checkbox"/> <input type="checkbox"/>	Marking of carriage way edges as per drawing			
<b>SUB GRADE PREPARATION</b>	<input type="checkbox"/> <input type="checkbox"/>	Initial cross sectional levels recorded	<input type="checkbox"/> <input type="checkbox"/>	Cleaning & grubbing of vegetation and top soil as specified	<input type="checkbox"/> <input type="checkbox"/>	Watering & rolling as specified Cross section levels recorded after rolling	
<b>FORMATION LEVEL (FILLING)</b>	<input type="checkbox"/> <input type="checkbox"/>	Depth of filling upto formation Level -----mtr.	<input type="checkbox"/> <input type="checkbox"/>	Nos of layers upto formation level -----	<input type="checkbox"/> <input type="checkbox"/>	Fill material Spreading, watering & rolling of layers on layer no.	
	<input type="checkbox"/> <input type="checkbox"/>	% compajction of soil (Proctor test)	<input type="checkbox"/> <input type="checkbox"/>	Camber/slope Provided as drawing	<input type="checkbox"/> <input type="checkbox"/>	Formation cross sectional levels recorded	
					<b>W.O. Item</b>	<b>UNIT</b>	<b>QTY.</b>
<b>SIGNATURE:</b>							
<b>CONTRACTOR</b>	<b>DATE</b>	<b>SITE ENGR</b>	<b>DATE</b>	<b>SITE INCHARGE</b>	<b>DATE</b>	<b>CONSULTANT</b>	<b>DATE</b>

**NAME OF PROJECT** \_\_\_\_\_

<b>CONTRACTOR</b>	<b>CHECK LIST FOR WATER BOUND MACADAM</b>									
<b>CONTRACT NO.</b>	LOCATION. _____									
<b>MATERIAL</b>	<input type="checkbox"/> Gradation as per specified	<input type="checkbox"/> Crushing strength as specified	as	<input type="checkbox"/> Nos of layers-----						
<b>Aggregate</b>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Thickness of layers starting from subgrade.						
<b>SCREENINGS</b>	<input type="checkbox"/> Gradation as specified	<input type="checkbox"/> Crushing strength As per specified		<input type="checkbox"/> Waiting & rolling as specified						
<b>MUROOM</b>	<input type="checkbox"/> Gradation as specified	<input type="checkbox"/> Silt content as specified		<input type="checkbox"/> Fill material						
<b>LAYOUT</b>	<input type="checkbox"/> Alignment of central line as per Drawings and reference points	<input type="checkbox"/> Marking of carriage Way edges as per drawing		<input type="checkbox"/> Cross section levels of predecant layer recorded						
<b>WATER BOUND MACADAM</b>	<input type="checkbox"/> Templates placed of specified thickness	<input type="checkbox"/> Placing, leveling of stone aggregate		<input type="checkbox"/> Stone Screening spread as specified						
	<input type="checkbox"/> Dry rolling as specified	<input type="checkbox"/> Application of moorum as specified		<input type="checkbox"/> Wet rolling/compaction as specified						
	<input type="checkbox"/> Top cross section lands layer recorded									
				<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">W.O. Item</th> <th style="width: 25%;">UNIT</th> <th style="width: 25%;">QTY.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	W.O. Item	UNIT	QTY.			
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