

xvi) These safety provision should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

xvii) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineer of the department or their representatives.

xviii) Notwithstanding the above clauses from (10 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 EMPLOYED BY NATIONAL SEED
CORPORATION OR ITS CONTRACTOR.**

1. APPLICATION

These rules shall apply to all building and construction works in charge of National Seeds Corporation in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. 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. FIRST AID FACILITIES

(A) At every work place there 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 for 150 contract labour or part thereof ordinarily employed.

(B) The first aid box shall be distinctly marked with a red cross on white good and shall contain the following equipment namely"

- a) For work places in which the number of contract labour employed does not exceed 50
 - i) 6 small sterilized dressings.
 - ii) 3 medium size sterilized dressings.
 - iii) 3 large size sterilized dressing.
 - iv) 3 large size sterilized burn dressings.
 - v) 1 (30 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 - vi) 1 (30 gms.) bottle of potassium permanganates crystals.
 - vii) 1 pair scissors.
 - viii) 1 copy of the first aid leaf let issued by the Director General, Factory Advice Service and Labour Institutes Government of India.
 - ix) 1 (30 ml) bottle containing a 2% alcoholic solution of Iodine.

- x) 1 snake bite lancet.
- xi) 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
- xii) Ointment for burns.
- xiii) A bottle of suitable surgical antiseptic solution.
- b) For work places in which the number of contract labour exceed 50 -

Each first aid box shall contain the following equipment :-

- i) 12 small sterilised dressings.
- ii) 6 medium size sterilised dressings.
- iii) 6 large size sterilised dressings.
- iv) 6 large size sterilised burn dressings.
- v) 6 (15 gms.) packets sterilised cotton wool.
- vi) 1 (60 ml) bottle containing a two percent alcoholic solution iodine.
- 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 scissors.
- xii) 1 copy of the first aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
- xiii) A bottle containing 100 tablets (each of 5 gms.) of aspirin.
- xiv) Ointment for burns.
- xv) A bottle of suitable surgical antiseptic solution.

C) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.

D) Nothing except the prescribed contents shall be kept in the First Aid Box.

E) The first aid box shall be kept in charge of responsible person who shall always be readily available during the working hours of the work place.

F) A person-in-charge of the First Aid Box shall be a person trained in First Aid treatment, in work place where the number of contract labour employed is 150 or more.

G) In work places where the No. of contract 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.

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

4. DRINKING WATER

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

b) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

c) Every water supply of storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from the 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.

d) A reliable pump shall be fitted to each covered well, the top door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES

i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.

ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.

iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS

A (i) Latrines shall be provided in every work place on the following scale namely:-

(ii) Where female are employed there shall be at least one latrine, for every 25 females.

B (i) 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.

ii) Every latrine shall be under cover & so partitioned off fastening as to secure privacy, and shall have a proper door and fastenings.

iii) 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. Latrines shall not be of a standard lower than bore hole system.

iv) (1) 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.

(2) The notice shall bear the figure of a man or of a woman as the case may be.

v) There shall be at least one urinal for male workers up to 50 and one for female workers up to fifty 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 up to the first 500 and one for every 100 of per thereafter.

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

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

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

viii) 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. Alternately excreta may be disposed of 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 refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).

ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer to effect proper disposal of 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. PROVISION OF SHELTER DURING REST

At every place shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres 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 may permit subject to his satisfaction, a portion of the building under construction of other alternative accommodation to be used for the purpose.

8. CRECHES

a) At every work place, at which 20 or more women are ordinarily employed, there shall be provided two room of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play rooms for the children and the other as their bed room. The rooms shall be constructed, with specifications similar to those given in Clause 19-H.

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

c) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots ad bedding in the bed room.

d) The contractor shall provide one ayaa to look after the children in the crech when the number of women workers does not exceed 50 and two ayaa when the number of women workers exceed fifty.

9. CANTEEN

a. 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 on adequate canteen shall be provided by the contractor for the use of such contract labour.

b. The canteen shall be maintained by the contractor in an efficient manner.

c. The canteen shall consist of at least dining hall, kitchen store room, pantry and washing places separately for workers and utensils.

d. The canteen shall be sufficiently lighted at all times when any person has access to it.

e. 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.

f. The premises of the canteen shall be maintained in a clean and sanitary condition.

g. Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

h. Suitable arrangements shall be made for the collection and disposal of garbage.

i. The dining hall shall accommodate at a time 30 percent of contract labour working at a time.

j. The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 sqft.) per diner to be accommodated as prescribed in sub Rule 9.

k. (i) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.

(ii) Washing places for woman shall be separate and screened to secure privacy.

l. Sufficient table stools, chair or benches shall be available for the number of diners to be accommodate as prescribed in sub Rule 9.

m. (i) There shall be provided and maintained sufficient utensils, crockery, furniture and any other equipments necessary for the efficient running of the canteen.

(ii) The furniture utensils and other equipments shall be maintained in a clean and hygienic condition.

(iii) Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.

(iv) A service counter, if provided, shall have top or smooth and impervious material.

(v) Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.

n. The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.

o. The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit No loss' and shall be conspicuously display in the canteen.

p. In arriving at the price of the food stuffs, and other articles served in the canteen, the following items shall not be taken into consideration as expenditure

namely :-

- i) The rent of land and building.
- ii) The depreciation and maintenance charges for the building and equipment provided for the canteen.
- iii) The cost of purchase, repairs and replacement of equipment including furniture, crockery, cutlery and utensils.
- iv) The water charges and other charges incurred for lighting and ventilation.
- v) The interest and amount spent on the provision land maintenance and equipment provided for in the canteen.
- q. The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI MALARIAL PRECAUTIONS

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

11. The above rules shall be incorporated in the contract and in notices inviting tenders and shall form an integral part of the contracts.

12. AMENDMENTS

Employer 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 thereof.

NATIONAL SEEDS CORPORATION LIMITED
CONTRACTOR LABOUR REGULATION

SHORT TITLE

1. These regulations may be called the National Seeds Corporation Limited, Contractor Labour Regulations.

2. DEFINITIONS:-

i) 'Workman' means any person employed by NSC or its contractor directly or indirectly through a sub-contractor with or without the knowledge of the National Seeds Corporation to do any skilled, semi-skilled or unskilled manual supervisory, technical or electrical 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 drawn wages exceeding five hundred rupees per mensem for exercised either by the nature of the duties attached to the office or by reason of powers vested in 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 principal employer.

ii) Fair Wages shall include every person who undertake whether for time or piece work fixed & notified under the provisions of the Minimum Wages Act from time to time.

iii) 'Contractors' shall include every person who undertake to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplied contract labour for any work and includes a sub-contractor.

iv) 'Wages' shall have the same meaning as defined in the payment of Wages Act.

3. a) Normally working hours of an adult employee should not exceed 9 hours a day & in case of child 4-1/2 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 one day.

b) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid overtime for the extra hours put in by him at double the ordinary rate of wages. Children shall not be made to work extra hours.

c) i) Every worker shall be given a weekly holiday normally 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.

ii) Where the Minimum wages prescribed by the National Seeds Corporation 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 proceeding day, provided he had worked under the same contractor for a continuous period of not less than 6 days.

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

4. 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 periods, date of payments of wages and other relevant informations as per Appendix 'A'.

5. PAYMENT OF WAGES

i) The contractor shall fix wage period in respect of which wages shall be payable.

ii) No wage period shall exceed one month.

iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand, such persons are employed shall be paid before the expiry of 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.

iv) 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.

v) 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.

vi) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.

vii) All wages shall be paid in current coin or currency or in both.

viii) Wages shall be paid without any deductions of any kind except those specified by the National Seeds Corporation by general or special order in this behalf of permissible under the payment of wages Act, 1956.

ix) A notice showing the wages 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 under acknowledgment.

x) It shall be the duty of the contractor to ensure the disburse of wages in the presence of the Engineer or any other authorized representative of the Engineer who will be required to be present at place and time of disbursement of wages by the contractor to workman.

xi) The contractor shall obtain from the Engineer or any other authorized representative of the Engineer as the case may be, a certificate, under his signature at end of the entries in the "Register of Wages" or the "Wages-cum-Muster Roll" as the case may be in the following form:-

"Certified that the amount shown in Column No. _____ has been paid to the workman concerned in my presence on _____"

6. FINES & DEDUCTIONS WHICH MAY BE MADE FROM WAGES

i) The wages of a worker shall be paid to him without any deductions 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 work. The amount of deduction shall be in proportion to the period for which he was absent.

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

d. Deduction for recovery of advances or for adjustment of over-payment

of wages, advances granted shall be entered in a register.

e. i) Any other deduction which the National Seeds Corporation may from time to time allow.

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

NOTE :

An approved list of Acts and Omissions for which fines can be imposed is enclosed as Appendix - 1.

iii) No fine shall be imposed on any worker and no deduction for damage or loss shall be made from his wage until the worker has been given an opportunity of showing cause against such fines or deductions.

iv) The total amount of fine which may be imposed in any 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.

v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.

vi) Every fine shall be deemed to have been imposed on the day of the act of omission in respect of which it was imposed.

7. LABOUR RECORDS

i) 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 - IV)

ii) The contractor shall maintain a 'Muster Roll' Register in respect of all workmen employed by him on the work under contractor in Form XVI of the CL (R&A) Rules 1971 (Appendix - V).

iii) The Contractor shall maintain a wage register in respect of all workmen employed by him on the work under Contract in Form XVII of the CL (R&A) Rules 1971 (Appendix V).

iv) Register of Accidents: "The contractor shall maintain a register of accidents in such form as may be convenient at the work placed 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 & time when admitted in Hospital.
- h) Date of discharge from the Hospital.
- i) Period of treatment and result of treatment.
- j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- k) Claim required to be paid under 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.
- v) Register of Fines Contractor shall maintain a "Register of Fines" in the form XXII of CI (R&A) Rules 1971 (Appendix - XII).

The contractor shall display in a good condition and in a conspicuous place of work the approved list of Acts and Omissions for which fines can be imposed (Appendix - X).

vi) Register of Deductions : The contractor shall maintain a Register of deductions for damage or loss in form XX of the CL (R&A) Rules 1971 (Appendix - XII)

vii) Register of Advance : The contractor shall maintain a 'Register of Advances' in form XXII of the CL (R&A) Rules 1971 (Appendix XIII).

viii) Register of overtime : The contractor shall maintain a Register of Overtime in Form XXXIII of the CL (R&A) Rules 1971 (Appendix XIV) :

8. ATTENDANCE CARD-CUM-WAGE SLIP

i) The contractor shall issue an attendance Card-cum-Wage slip to each workmen employed by him in the specimen form at (Appendix VII).

ii) The card shall be valid for each wage period.

iii) The contractor shall mark the attendance of each workmen on the card twice each day, once at the commencement of the day and again after the rest interval, before the actually starts work.

The card shall remain in possession of the worker during the wage period under reference.

v) 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.

vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

9. EMPLOYMENT CARD ;

The contractor shall issue an Employment Card in Form XIV of the CL(R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-VIII).

10. 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 Form XV of the CL(R&A) Central Rules, 1971 (Appendix-IX).

11. PRESERVATION OF LABOUR RECORDS

All records required to be maintained under regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made available for inspection by the Engineer or Labour Officer or any other officers authorized by the Department of works and Housing in this behalf.

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The Labour Officer or any other person authorized by National Seeds Corporation on their behalf shall have power to make inquiries with a view to ascertaining and enforcing due and proper observance of the Fair Wage Clauses and the Provision of Regulations. He shall investigate into any complaint regarding the default made by the Contractor or sub-contractor in regard to such provisions.

The labour officer or other person authorized as fore said shall submit a report of result of his investigations or inquiry to the Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause of these regulations, actual payment to labourers will be made by the Engineer after the Superintending Engineer has given his decision on such appeal.

The Engineer shall arrange payments to the Labour concerned within 45 days from the receipt of the report from the Labour Officer or the Superintending Engineer as the case may be.

13. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues to paid to the labourers concerned. In case any appeal is made by the contractor under clause 13 of these regulations, actual payment to labourers will be made by the Engineer after the Superintending Engineer has given his decision on such appeal.

The Engineer shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the Superintending Engineer as the case may be.

14. **APPEAL AGAINST THE DECISION OF LABOUR OFFICER**
Any person agreed by the decision and recommendation of the Labour Officer or other person so authorized may appeal such decision to the Engineer concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Superintending Engineer concerned but subject to such appeal, the decision of the Officer shall be final and binding upon the contractor.

15. **PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER**

- an
in which
by
or by any
employer is engaged.
- i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by :-
 - a) An Officer of a registered trade union or which he is a member.
 - b) An Officer or a federation of trade unions referred to in clause (a) is affiliated.
 - c) Where the employer is not a member of any registered trade union, by officer of a registered trade union, connected with, the industry the worker is employed.
 - ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :-
 - a) An Officer of an association of employers of which he is a member.
 - b) An Officer of federation of associations of employers to which association referred to in clause (A) is affiliated.
 - c) Where the employer is not a member of any association of employers an officer of association of employer, connected with industry other employer, engaged in the industry in which the
 - iii) No party shall be entitled to be represented by a legal partitioner in any investigation or enquiry under these regulations.

16. **INSPECTIONS OF BOOKS AND SLIPS**

The contractor shall allow inspection of all the prescribed labour recorded to any of his workers 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 National Seeds Corporation on his behalf.

17. **SUBMISSION OF RETURNS**

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

18. **AMENDMENTS**

The National Seeds Corporation may from time to time and to or amend the regulations and on any question as to the application, interpretation or effect of those regulations the decision of the Engineer concerned in this behalf shall be final.

LIST OF PROFORMA FOR REGISTERS (Appendix- I to XIII)

1	Appendix-I	Register of maternity benefits.
2	Appendix-ii	Maternity benefit admissible to the Contractor's in National Seeds Corporation Limited.
3	Appendix-iii	Labour Board
4	Appendix-iv	Register of workman employed by Contractor
5	Appendix-v	Muster Roll
6	Appendix-vi	Register of wage
7	Appendix-vii	Wage Card & Wages slip
8	Appendix-viii	Employment Card
9	Appendix-ix	Service certificate
10	Appendix--x	Register of fines
11	Appendix-xi	Register of deduction for damage or loss
12	Appendix-xii	Register of advance.
13	Appendix-xiii	Register of over time.

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with rule 7(v) of the NSC Contractor's Labour Regulations to be displayed prominently at the site of work both in English & local language.

- 1 Willful insubordination or disobedience, whether alone or in combination with other.
- 2 Theft fraud or dishonesty in connection with the contractors beside a business
or property of NSC.
- 3 Taking or giving bribes or any illegal gratification's.
- 4 Habitual late attendance.
- 5 Drunkenness, fighting, riotous or disorderly or indifferent behavior.
- 6 Habitual negligence.
- 7 Smoking near or around the area where combustible or other materials are
locked
- 8 Habitual in-discipline.
- 9 Causing damage to work in the progress or to property of the NSC or of the
contractor
- 10 Sleeping on duty
- 11 Malingering or slowing down work.
- 12 Giving of false information regarding name, age, father's name etc.
- 13 Habitual loss of wage cards supplied by the employers.
- 14 Unauthorized use of employer's property of manufacturing or making of
unauthorized particle at the work place.
- 15 Bad workmanship in construction and maintenance by skilled workers which
is not approved by the department and 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 establishments.
- 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 without prior sanction of the employer.
- 21 Threatening or intimidating any workman or employer during the working
hours within the premises.

PROFORMA OF SCHEDULE

SCHEDULE 'A':- Schedule of quantities (as per Annex-3)

SCHEDULE 'B' :- Schedule of materials to be issued to the Contractor cement.

SN	Description of item	Qty.	Rate in figures and works at which the material will be charged to the contractor	Place of issue
1	OPC-43 Grade Cement	full	-----	FOR Destination (at work site)

SCHEDULE ' C' :- Tools and plants to be hired to the Contractor.

SN	Description	Hire charges/day	Place of issue
1	2	3	4

SCHEDULE 'D':-Extra schedule for specific requirement/documents for the work, if any

SCHEDULE ' E' :- Reference to general conditions of contract:-

Name of work :- _____
Estimated cost of work:- Rs.-----
Earnest money :- Rs.-----
Performance Guarantee:- 5 % of accepted value
Security Deposit:- 5 % value of work done.

CLAUSE 10.5 :- Schedule of basic rate of Materials, Labour and POL etc. at FOR .
Components of materials - Expressed as per cent of total value of work:- 55 % .

Component of Labour :- Expressed as per cent of total value of work:- 25 %

Component of P.O.L.- Expressed as per cent of total value of work:- 5 % .

CLAUSE-1 Furnishing Performance Guarantee :- 5 % of accepted value

CLAUSE-1-A Recovery of security deposit :- 5 % value of work done subject
to a maximum of Rs. 5.00
lakhs

CLAUSE-2 Authority of fixing compensation under clause-2:- _____

CLAUSE-5 Time allowed for execution of work.
Authority to give fair and reasonable _____

extension of time for completion

CLAUSE-7	Gross work to be done together with net Payment/adjustment of advances for materials collected, if any, since the last such payment for being eligible to interim payment.	
CLAUSE-11	Specifications to be followed for execution of work	
CLAUSE-12	Deviations/variations extent & pricing	
12.1(ii)	Schedule of rates for determining rates for additional, altered or substituted items that can not be determined under 12.1	
12.1(iii)	Plus/minus the % over the rate entered in the schedule of rates	
12.1(iv) A	Deviation limit beyond which sub clauses (i) to (iii) shall not apply and clauses 12.2 & 12.3 shall apply.	
12.1 (iv) B	(a) Limit for value of any item of any individual trade beyond which sub-clauses (i) to (v) shall not apply and clauses 12.2 & 12.3 shall apply	
CLAUSE-16	Competent authority for deciding reduced rates	
CLAUSE-35	Minimum qualifications and experienced required for Principal Technical Representative.	
a)	For works with estimated cost put to tender more than.	
i)	Rs 10 lakhs for civil work	Graduate or retired
Engineer		possessing at least
ii)	Rs 5 lakhs for Elect./Mech. Works	recognized
diploma.		put to tender
b)	For works with estimated cost	Recognized diploma holder
	More than 5 lakhs but less than Rs 10 lakhs for civil work.	
	More than Rs 1 lakhs but less than Rs 5 lakhs for Elect./Mech. works	
c)	Discipline to which Principal Technical Representative should belong	Civil/Elect./Mech.
d)	Minimum experience of works -----years.	

- e) Recovery to be effected from Rs. 4,000/-p.m.for Graduate
for the contractor in the event of not fulfilling Rs 2000/- for diploma holder.
Provision of clause 36 (i)

CLAUSE-42

- i) Schedule/ statement for determining theoretical of cement & bitumen on the basis of Delhi-Schedule of Rates
- ii) Variations permissible on theoretical quantity.
- a) (i) Cement for works with estimated cost put to Tender not more than Rs. 5 lakhs 5 % plus/minus
- (ii) Works with estimated cost put to tender more than Rs. 5 lakhs 3 % plus/minus
- b) Bitumen all works 2.5% plus only & nil on minus side.
- c) Steel reinforcement and structural steel 3% plus/minus
- d) All other materials Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

SN 1	Description of item	Rate in figures and words at which recovery shall be made form the contractor.	
		Excess beyond Permissible variation	Less use beyond the permissible variation
1	Cement	Double the rate quoted in schedule ' E '.	
2	Steel reinforcement	----do----	
3	Structural Sections	----do----	

SCHEDULE 'F'

Reference to general rules & guidance for inviting of tender:-

Name of work: _____

Estimated cost of work :

Rs. _____

Earnest money :

Rs. _____

Performance Guarantee

5 % of accepted value.

Security deposit:

5 % value of work done subject to a maximum of Rs. 5 lakhs .

Clause 1:-

- i) Time allowed for submission of performance guarantee. from the date of issue of letter of acceptance. :- 15 days
- ii) Maximum allowable extension beyond the period provided in (i) above:- 10 days.