

**AMENDMENT NO. -III DATED 17.05.2004 TO CONDITIONS OF CONTRACT FOR CIVIL WORKS
(DOMESTIC) (DOC. CODE NO.: DC-5010-JULY 1992)**

Sl. No.	Clause Reference	Existing Clause	Amended as
1.	Clause 28.4, Section-GCC	The Contractor shall in respect of labour employed by him or his sub-contractors comply with or cause to be complied with the Contractor, Labour Regulations in regard to all matters provided therein.	During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all applicable existing labour enactments and rules made thereunder, regulations, notifications and byelaws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The employees of the Contractor and the Sub-contractor in no case shall be treated as the employees of the Owner at any point of time.
2.	Clause 28.5, Section-GCC	The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938. Workmen's Compensation Act, 1923 or Employees State insurance Act 1948 (Wherever made applicable by appropriate Government) Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 and Interstate Migrant Workmen (Regulation of Employment and conditions of service) Act 1979, Mines Act 1952, Contract Labour Regulation & Abolition Act 1970, or any modifications thereof or any other law relating thereto and rules made thereunder from time to time. A) The Contractor shall be liable to pay his contribution and the employees contribution to	Clause No.28.5 The Contractor shall comply with the provisions of Workmen's Compensation Act 1923, Payment of Gratuity Act 1972, Employee P.F. and Miscellaneous Provision Act 1952, Maternity Benefit Act 1951, Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act, 1948, Payment of Wages Act 1936, Equal Remuneration Act 1979, Payment of Bonus Act 1965, Industrial Disputes Act, 1947, Industrial Employment (Standing Orders) Act 1946, Trade Unions Act 1926, Child Labour (Prohibition & Regulation) Act 1986, Interstate Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979, The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996, Factories Act 1948, Employers' Liability Act 1938, Employees State Insurance

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		the State Insurance Scheme in respect of all labour employed by him for the execution of the Contract, in accordance with the provision of "The Employees State Insurance Act, 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employers State Insurance.	Act 1948 (wherever made applicable by appropriate Government) and Mines Act 1952, or any modifications thereof or any other law relating thereto and rules made thereunder from time to time. Clause No.28.5.1 The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the Contract, in accordance with the provision of "The Employees State Insurance Act, 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employers State insurance.
3.	Clause 28.6, Section-GCC	The Engineer-in-Charge shall (on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations) have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the deficiencies or inadequacies of the provisions made against those which are required under the Labour Regulations resulting in suffering by a worker or workers by reason of non-fulfillment of the Conditions of the Contract stipulating the benefits to workers, non-payment or wages or of deductions made from his	If the Owner is caused to pay under any law as Principal Owner such amount as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the Notifications/Byelaws/Acts/Rules/Regulations including amendments, if any, on the part of the Contractor, the Owner shall have the right to deduct any money due to the Contractor under this contract or any other contract with the Owner including his amount of performance security for adjusting the aforesaid payment. The Owner shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Owner.

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		or their wages which are not justified by the terms of the Contract or non-observance of the said Contractors Labour Regulations.	
4.	Clause 28.7, Section-GCC	The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulations aforesaid without prejudice, to his right to claim indemnity from his sub-contractors.	The Contractor shall keep the Owner indemnified in case any action is taken against the Owner by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.