

23.4 Wages Books and Time Sheets

- (a) The Contractor shall keep and shall cause his sub-contractors (including "labour only" sub-contractors) and Nominated Sub-Contractors to keep proper wages books and time sheets showing wages paid to and the time worked by all workmen employed by him and his sub-contractors as aforesaid in and for the performance of this Contract.
- (b) The Contractor shall produce such wages books and time sheets on demand for inspection by any persons duly authorised by the S.O.
- (c) The Contractor shall furnish to the S.O. or S.O.'s Representative such information relating to the wages and conditions of employment of such workmen as the S.O. may from time to time require.

23.5 Default in Payment of Wages

In the event of default in the payment of –

- (a) any money in respect of wages; and/or
- (b) payment in respect of Employees Provident Fund Contributions,

of any workmen employed by the Contractor or his sub-contractors (including "labour only" sub-contractors) and Nominated Sub-contractors in and for the performance of this Contract, which a claim has been filed with the Department of Labour, then the S.O. shall make payment to the Director General of Labour and/or Employees Provident Fund, as the case may be, out of any monies at any time due to the Contractor under this Contract and such payment shall be deemed to be a payment made to the Contractor by the Government under and by virtue of this Contract.

23.6 Discharge of Workmen

- (a) The Contractor shall employ in and about the execution of the Works only such persons as are of good character, careful, skilled and experienced in their respective vocations and trades.
- (b) The S.O. shall be at liberty to object to and require the Contractor to remove immediately from the Site any person employed by the Contractor in or about the execution of the Works who in the opinion of the S.O. misconducts himself or is incompetent or negligent in the proper performance of his duties. Such person shall not again be employed upon the Works without the prior written permission of the S.O.
- (c) Any person so removed from the Works shall be replaced without delay by a substitute approved by the S.O. PROVIDED THAT the Contractor shall not be entitled to any claim for any expense whatsoever incurred by him in respect of any direction given by the S.O. under this clause.

24.0 VARIATIONS

- 24.1 The S.O. may issue instructions requiring a Variation in a form of a Variation Order. No variation required by the S.O. shall vitiate this Contract. Upon the issuance of such Variation Order, the Contractor shall forthwith comply with the Variation Order issued by the S.O.
- 24.2 The term 'Variation' means a change in the Contract Document which necessitates the alteration or modification of the design, quality or quantity of the Works as described by or referred to therein and affects the Contract Sum, including: