

MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR

TENDER DOCUMENT

VOLUME - I

CONDITIONS OF CONTRACT

NAME OF WORK:

Renovation of Basement for Centre of Excellence for Design

AT

MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR

INDEX

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Malaviya National Institute of Technology Jaipur

Tender Notice

Section 1

BRIEF PARTICULARS OF THE WORK

Salient features of the work for which application for tenders are invited, are as under:

S.No	Name of Work	Approximate cost (Rs.)	Period of Completion
1	Renovation of Basement for Centre of Excellenace for Design	22.00 Lakhs	1.5 months

The general features and major components of this work are as under:

1. The work involves civil & electrical works.
2. Earnest Money : Rs. 44,000/-
3. Tender cost : NIL (Downloaded from Institute website)
4. Last date of bid submission : up to 02:00 PM on 24.01.2012
5. Opening of technical bid : at 03:30 PM on 24.01.2012
6. Opening of financial bid : at 03:30 PM on 27.01.2012

SECTION – II

INFORMATION AND INSTRUCTIONS FOR APPLICANTS

1.0 GENERAL

- 1.1. Letter of transmittal and forms for pre-qualification are attached (Section-III)
- 1.2 All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns. If information is 'nil' it should be mentioned as 'nil' or no such 'case'. If any particulars/query is not applicable in case of the applicant, it should be stated as 'not applicable'. However, the applicants are cautioned that not giving complete information called for in the application forms, not giving it in clear terms or making any change in prescribed forms or deliberately suppressing the information may result in the applicant being summarily disqualified.
- 1.3 The application should be typewritten/ handwritten. The applicant's name, dated signature & seal should appear on each page of the application.
- 1.4 Overwriting should be avoided. Neatly crossing out, initialing, dating and rewriting, if any, shall make correction. All pages of the pre-qualification document shall be numbered and submitted as a package with signed letter of transmittal.
- 1.5 Reference, information and certificates from the respective clients specially for all completed works certifying suitability, technical know-how or capability of the applicant should be signed by an officer not below rank of Executive Engineer/ or equivalent.
- 1.6 The applicant is advised to attach any additional information, which he/she thinks is necessary to establish that the applicant is capable in all respects to successfully complete the envisaged work. He/she is however, advised not to attach superfluous information. No further information will be entertained after pre-qualification document is submitted, unless it is called for by the MNIT Jaipur.
- 1.7 Any information furnished by the applicant found to be incorrect either immediately or at a later date, would result in rejection of the application and shall render him liable to be debarred from tendering in future. The Committee reserves the right to verify the particulars furnished by the applicant independently.
- 1.8 The *pre-qualification documents (Vol.-I along with earnest money etc.)* in prescribed form duly completed and signed shall be submitted in a sealed cover. The sealed cover superscribed '*Pre-qualification document for Renovation of Basement for Centre of Excellence for Designat MNIT Jaipur (Rajasthan)*' shall be received by the Registrar, MNIT Jaipur or his authorized representative along with the tender for financial bids (only Vol.-II) in separate envelope upto **2.00 P.M.** on **24.01.2012** Documents submitted in connection with pre-qualification will be treated as official record and will not be returned.
- 1.9 Prospective applicants may request for clarification of the project requirement and pre-qualification document. Any clarification given by the Employer will be forwarded to all

those who have purchased the tender document. No request for clarification will be considered after final date of submission of tender.

2.0 DEFINITIONS

- 2.1 In this document the following words and expressions have the meaning hereby assigned to them.
- 2.2 Employer: means the “, MNIT Jaipur (Rajasthan)
- 2.3 APPLICANT: Means the individual, proprietary firm, firm in partnership, limited company – Private or Public or Corporation.
- 2.4 YEAR: means `Financial Year`

3.0 METHOD OF APPLICATION

- 3.1 If the application is made by an individual, it shall be signed by the individual above his/ her full written/ printed name and current address.
- 3.2 If the application is made by a proprietary firm, it shall be signed by the Proprietor above his/her full written/ printed name and the full name of his/her firm with it's current address.
- 3.3 If the application is made by a firm in partnership, it shall be signed by all the Partners of the firm above their full written/printed names and current address or alternatively by a Partner holding **power of attorney** for the firm, in which case a certified copy of the **power of attorney** shall accompany the application. A certified copy of the partnership deed and current addresses of all the Partners of the firm shall also accompany the application in both cases.
- 3.4 If the application is made by a Limited Company or a Corporation, it shall be signed by a duly authorized person holding **power of attorney** for signing the application, in which case a certified copy of the power of attorney shall accompany the application. The applicants should also furnish a copy of the Memorandum of articles of Association duly attested by a Public Notary.

4.0 FINAL DECISION MAKING AUTHORITY

The Employer reserves the right to accept or reject any applications and to annul the pre-qualification process and reject all applications at any time, without assigning any reason or incurring any liability to the applicants.

5.0 PRECAUTIONS DURING EXECUTION

The contractor shall be allowed for the work from back side the hostel building. He should be arranged to make separate temporary staircase for lift the material, men and for execution. The transportation of material will be from back side gate of the Institute and raw material yard will be back side of hostel building. The labour should be stayed outside from Institute campus area. The contractor will not be allowed to stay the labour in the campus of the Institute. The contractor should make his own arrangement for electricity and water supply required for construction purpose, drinking for labour etc.

6.0 SITE VISIT

The applicant is advised to visit the site of work at his own cost and examine the site of work and its surroundings to collect all information that he/she considers necessary for proper assessment of the prospective assignment.

7.0 INITIAL CRITERIA FOR ELIGIBILITY FOR PRE-QUALIFICATION

- 7.1 The applicant should have satisfactorily completed three similar works costing each not less than Rs. 9.0 lakhs or two works each of Rs. 13.0 Lakhs or single work not less than Rs. 18.0 Lakhs during the last 3 years ending last day of the month March 2011. For this purpose, cost

of work shall mean gross value of the completed work including the cost of materials supplied by the Govt. /Client but excluding those supplied free of cost. The officer not below the rank of Executive Engineer or equivalent should certify this. Similar work civil construction including electrical installation in institutional / commercial /residential building. So the contractor who had done such type work will be preferred.

- 7.2 Firm should be preferably registered in CPWD / PWD / PHED / MES / RAILWAYS in appropriate class. Valid registration certificate should be attached.
- 7.3 The applicant should have average annual financial turn-over of Rs 80.0 Lakhs in similar works during the last three years ending 31st March 2011. This should be duly audited by Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
- 7.4 Preferably, the applicant should have own installation equipments required for the proper and timely execution of work. He should certify/ undertaking / affidavit that he would be able to manage the equipments by hiring from other firms and submit the list of firms from which he will hire the equipments.

The Director, MNIT Jaipur or his authorized committee however reserves the right to restrict the list of pre-qualified contractors to any numbers deemed suitable by it.

- 8.0 **Even though applicants may satisfy the above requirements, he would be liable to disqualification if he has:**
- (a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the Pre-qualification document.
- (b) Record of poor performance such as abandoning work, not properly completing the contract or financial failures/ weaknesses.

9.0 **FINANCIAL INFORMATION**

Application should furnish the following financial information:

- a) Annual financial statement for the last three years (in Form 'A').
- b) VAT Clearance Certificate for financial year 2009-10
- c) Copy of PAN Card

10.0 **EXPERIENCE IN CIVIL CONSTRUCTION & RENOVATION WORK INCLUDING ELECTRICAL WORK HIGHLIGHTING EXPERIENCE IN SIMILAR WORKS**

10.1 Applicant should furnish the following :

- a) List of all works of similar nature successfully completed during the last three years (in Form 'B').
- b) List of the project under execution or awarded (in Form 'C').

10.2 Particulars of completed works, and performance of applicants and time given vs. time taken for completion by the applicant duly authenticated/ certified (including reasons for extension, if any) by an officer not below the rank of **Executive Engineer** or equivalent should be furnished separately for each work completed or in progress (in Form 'D').

10.3 Any of the completed works of the applicants can be inspected to know about the quality of construction. The applicants should also furnish the photographs of completed works and contact number of reference persons who can be contacted in this regard.

11.0 ORGANISATION INFORMATION

APPLICANT IS REQUIRED TO SUBMIT THE FOLLOWING IN RESPECT OF HIS / HER ORGANIZATION (IN FORM 'E' AND 'E-1') :

- a) Name and postal address including telephone, fax, E-mail & telex number etc.
- b) Copies of original documents defining the legal status, place of registration and principal place of business.
- c) Names and title of Directors and Officers to be concerned with the work, with designation of individuals authorized to act for the organization.
- d) Information on any litigation in which the applicant was involved during the last five years, including any current litigation.
- e) Authorization for employer to seek detailed references.
- f) Number of Technical and Administrative employees in parent company subsidiary company and how these would be involved in this work (in form 'E-1')

12.0 CONSTRUCTION PLANT AND MACHINERY

Applicant should furnish the list of construction plant and equipment including steel shuttering, centering and scaffolding likely to be used in carrying out the work (in Form 'F'). Details of any other plant & equipment required for the work (not included in Form 'F') and available with the contractor may also be indicated.

13.0 LETTER OF TRANSMITTAL

The applicant should submit the *letter of transmittal* attached with pre-qualification document.

14.0 AWARD CRITERIA

- 14.1 The Employer reserves the right without being liable for any damages or obligation to inform the applicant, to:-
 - a) Amend the scope and value of contract to the bidder.
 - b) Reject any or all the bids without assigning any reason.
 - 14.2. For any of the above action, the Employer shall neither be liable for any damages nor be under any obligation to inform the Applicants of the grounds for the same.
 - 14.3 Any effort on the part of the applicant or his agent to exercise influence or to pressurize the Employer for his/her bid shall result in rejection of his/her bid. Canvassing of any kind is prohibited.
- 15.0** This pre-qualification can also be used for other building works.

SECTION –III

PRE-QUALIFICATION INFORMATION
LETTER OF TRANSMITTAL

From :

.....
.....
.....

To Director
Malviya National Institute of Technology
Jaipur, Rajasthan

Sub: Submission of pre-qualification application for “Renovation of Basement for Centre of Excellence for Designat MNIT Jaipur.

Sir,

Having examined the details given in pre-qualification Press-Notice and Pre-qualification document for the above work, we hereby submit the pre-qualification application and relevant documents.

1. I/We hereby certify that all the statement made and information supplied in the enclosed form `A` to `F` and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
3. I/We submit the requisite certified solvency certificate and authorize the Institute to approach the Bank to confirm the correctness thereof. We also authorize Institute to approach individuals, employers, firms and corporation to verify our competency and general reputation.
4. I/We submit the following certificates in support of our suitability, technical know-how and capability for having successfully completed the following works :

NAME OF WORK	CERTIFICATE FORM
1.	1.
2.	2.
3.	3.

Enclosures:

Date of Submission

(Signature & Seal of Applicant/Applicants)

II. NOTICE INVITING TENDER

1. Item rate tenders are invited on Malaviya National Institute of Technology, Jaipur from specialized short listed contractors for the work of “**Renovation of Basement for Centre of Excellence for Designat MNIT Jaipur.**”

The estimated cost **Rs. 22.00 Lakhs**

Earnest money **Rs. 44,000/-**

2. The time allowed for carrying out the work will be **1.5 months** from the date of written orders to commence the work.
3. The site for the work is available.
4. Tender documents consisting of specifications, the schedule of quantities and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be obtained from our Institute web site www.mnit.ac.in.
5. Tenders, which should always be placed in sealed envelope, with the name of work and due date written on the envelopes, will be received by the Registrar Malaviya National Institute of Technology, Jaipur only **upto 02.00 p.m. on 24.01.2012** and the technical bid will be opened by him or his authorized representative in his office on the same day at **03.30p.m.** in the presence of the tenderers present.
6. The tenderer shall submit tenders in two sealed covers 1 & 2. The first cover shall contain the earnest money deposited and technical bid document in the manner as indicated in tender notice above and the second cover should contain the financial bid tender document. In case 1st cover is not annexed or earnest money is not in proper form the second cover containing tender will not be opened at all.
7. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A Contractor shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access facilities for workers and all other service required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a contractor implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work. It is mentioned here that the accommodation for working labour will not allowed at the MNIT campus.
8. The competent authority on behalf of Board of Governors of Institute does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders in which any

of prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the contractor, shall be summarily rejected.

9. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
10. The competent authority reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
11. No engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India aforesaid before submission of the tender or engagement in the contractor's service.
12. The tender for the works shall remain open for acceptance for a period of ninety days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the institute, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
13. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/ contractor, on acceptance of his tender by the Accepting Authority, shall, within 10 days from the stipulated date of start of the work sign the contract consisting of the notice inviting tender, all the documents including additional conditions specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

For & on behalf of the Director Malaviya National
Institute of Technology, Jaipur

Signature.....
Dated
Designation.....

Malaviya National Institute of Technology Jaipur

III- TENDER

State - Rajasthan

Item Rate Tender & Contract for Works

(A). Tender for the work of : **Renovation of Basement for Centre of Excellence for Designat MNIT Jaipur.**

- i) To be submitted by **02.00 P.M. on 24.01.2012** to The Executive Engineer, Malaviya National Institute of Technology, Jaipur
- ii) To be opened in presence of tenderers who may be present at **3.30 p.m. on 24.01.2012** In the office of Executive Engineer, Malaviya National Institute of Technology Jaipur

Issued to : _____ (contractor)

Signature of officer issuing the documents _____

Designation _____

Date of Issue: _____

TENDER

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

I/We hereby tender for the execution of the work specified for the Director, Malaviya National Institute of Technology, Jaipur within the time specified in Schedule 'F' viz, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-I of General Rules and Directions and in clause 11 of the Conditions of contract and with such materials as are provided for by, and in respects in accordance with such conditions so far as applicable.

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

A sum of **Rs 44,000/-** is hereby forwarded in Bank draft / Deposit at call Receipt of a Schedule Bank as earnest money. If I/we, fail to commence the work specified I/we agree that the said Director, Malaviya National Institute of Technology, Jaipur or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision containing in Clause 12.2 and 12.3 of the tender form.

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

I/we agree that should I/we fail to commence the work specified in the above memorandum an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the Institute and the same may at the option of the competent authority on behalf of the Director of the Institute be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/ us under this contract or otherwise.

Dated

Signature of Contractor

Postal Address

Witness:

Address:

Occupation:

ACCEPTANCE

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

(Rupees.. only...)

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

- a)
- b)
- c)

For & on behalf of the Director Malaviya
National Institute of Technology, Jaipur

Signature _____

Dated

Designation -

IV. General Rules & Directions

1. In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act' 1952.
2. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having due authority to give effectual receipts for the firm.
3. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates will be summarily rejected. Tender shall have the name and number of the works to which they refer, written on the envelopes.
The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and less and considering more than fifty paise as rupee one.
4. The officer inviting tender or his duly authorized assistant, will open tenders in the presence of intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other related documents. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same, without any interest.
5. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
6. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized cashier.
7. The memorandum of work tendered for and the schedule of materials to be supplied by the Institute and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
8. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender document drawings or other records connected with the work given to them.
9. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise provided be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In the event no rate has been quoted for any item (s), leaving space both in figure(s), word (s), and amount blank, it will be presumed that the contractor has included the cost of this/these item (s) in other items and rate for such items (s) will be considered as zero and work will be required to be executed accordingly.
10. In the case of any tender where unit rate of any item/ items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
11. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and

the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. Rs. 2.15 P and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

12. (i) The Contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within specified period. This guarantee shall be in the form of Govt. Securities or fixed deposit receipt of any scheduled bank or State Bank of India.

(ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for fulfillment of his contract, an amount equal to 5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money if deposited in cash at the time of tenders will be treated as a part of the Security deposit. The Security amount will also be accepted in cash or in the shape of Govt. Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.
13. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-charge shall be communicated in writing to the Engineer-in-charge.
14. Sales-tax, purchase tax, turnover tax, service tax, VAT, Octroi or any other tax in respect of this contract shall be payable by the contractor and Institute will not entertain any claim whatsoever in respect of the same.
15. The contractor shall give a list of employees of MNIT Jaipur related to him.
16. The tender for the work shall not be witnessed by contractors who himself/ themselves has/ have tendered or who may and has/ have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
17. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations drainage installation, electrical work, air-conditioning work, horticulture and landscape work, roads and paths and fire fighting etc. The tenderer must associate himself with agencies of appropriate class which are eligible to tender for such works.
18. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Director may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
19. Since this is a composite tender, item/ items of same nomenclature may appear under different sub-heads. The contractor has to ensure that for such identical items, the rates quoted are same at all the places. In case any variation in the quoted rates is found for such items, the lowest of all such quoted rates will be taken as the tendered rate for that particular item, and the tender will be evaluated accordingly.

V. CONDITIONS OF CONTRACT

Definitions:

1. The contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Director, MNIT Jaipur and the Contractor together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge/ Architects and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires have the meanings, hereby respectively assigned to them :-
 - i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii) The site shall mean the land/ or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii) The contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - iv) The Director, MNIT Jaipur means their nominees also.
 - v) Director means the Director of MNIT Jaipur.
 - vi) The Engineer-in-charge means the Engineer of MNIT Jaipur who shall supervise and be in-charge of the work.
 - vii) Architect means the Architect appointed by MNIT Jaipur viz M/s. Suresh Goel & Associates, S-83 Panchshila Park, New Delhi.
 - viii) Centre means the MNIT Jaipur.
 - ix) Department means MNIT Jaipur.
 - x) Government means Govt of India or Govt. of Rajasthan as applicable.
 - xi) Accepting authority shall mean the authority who accepts the tender.
 - xii) Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Institute, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Institute of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Institute faulty design of works.
 - xiii) Market Rate shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.
 - xiv) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.
 - xv) District Specifications means the specifications followed by the State Govt in the area where the work is to be executed.
 - xvi) Tendered value means the value of the entire work as stipulated in the letter of award.

3. Scope & Performance

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications. Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
6. Works to be carried out :- The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and in the full and entire execution and completion of the works. The descriptions given in the Schedule of quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognised principles.
7. Sufficiency of Tender:-The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and the rates and price quoted in the Schedule of Quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
8. Discrepancies and Adjustment of Errors: -The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General conditions.
- 8.1 Any error in description, quantity or rate in Schedule of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
9. Signing of Contract:- The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall, within 15 days from the stipulated date of start of the work sign the contract consisting of the notice inviting tender, all the documents if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

VI. CLAUSES OF CONTRACT

Clause – I

Performance Guarantee

i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five Percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-charge upto a maximum period as specified in Schedule 'F' on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-Charge. This Guarantee shall be in the form of Deposit at call receipt of an scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Govt. Securities or Fixed Deposit Receipts or Guarantee Bonds of any scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any bank is furnished by the contractor to the Institute as part of the performance guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Institute to make good the deficit.

ii) The performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time of completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.

iii) The Institute shall not make a claim under the Performance guarantee except for amounts to which the Institute is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Institute may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay to the Institute any amount due, either as agreed by the contractor or determined under any of the clauses/conditions of the agreement, within 30 days of the service of notice to this effect by engineer-in-Charge.

iv) In the event of the contract being determined or rescinded under provision of any of the clause/condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Institute.

Clause – 1 A

Recovery of Security Deposit :-

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Institute at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit @ 5% of the tendered value of the work. Such deductions will be made and held by Institute by way of Security Deposit unless he/ they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Govt. Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Institute as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Institute to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by Institute

on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Bank or Institute Securities (if deposited for more than 12 months) endorsed in favour of the Institute, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

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

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

Note - 3 : Note 1 & 2 above shall be applicable for both clause 1 & 1 A

Clause -2

Compensation for Delay :-

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Institute on account of such breach, pay as agreed compensation the amount calculated at the rate of 1.5% (One decimal five percent) per month as the Director of Institute (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains in-complete. This will also apply to items or group of items for which a separate period of completion has been specified.

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Institute. In case, the contractor does not achieve a particular milestone mentioned in Schedule 'F', or the re-scheduled milestone (s) in terms of clause 5.4, the amount shown against that milestone shall be withheld to be adjusted against the compensation levied at the final grant of Extension of Time. Withholding of this amount on failure to achieve a milestone shall be automatic, without any notice to the contractor. However, if the contractor catches up with the progress of the work, on the subsequent milestone (s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone (s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

Clause – 3

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

i). If the contractor having been given by the Director a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

ii). If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

iii). If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Director (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Director.

iv). If the Contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any, stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Director.

v). If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Director.

vi). If the contractor commits any acts mentioned in Clause 21 hereof:

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

a). To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Director shall be conclusive evidence). Upon such determination or rescission the Earnest Money Deposit, security deposit already recovered and the performance guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Institute.

b). After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance work as shall be un-executed out of his hands to give it to another contractor to complete the work. The contractor whose contract is determined or rescinded as above shall not be allowed to participate in the tendering process for the balance work.

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

Clause – 3A

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

Clause – 4

Contractor liable to pay compensation even if action not taken under clause 3 :-

In any case in which any of the powers conferred upon the Director by Clause – 3 thereof, shall have become exercisable and the same are not exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Director putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Director which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Director) all or any tools plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final, and binding on the contractor otherwise the Director by notice in writing may order the contractor or his clerk of the works, foreman or other authorised agent to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Director may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of

any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause – 5

Time and Extension for delay:-

The time allowed for execution of the Works as specified in Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in letter of award after the date on which the Director issues written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid Institute shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

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

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

- i) Force majeure or
- ii) Abnormally bad weather, or
- iii) Serious loss or damage by fire or
- iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- v) delay on the part of other contractors or tradesmen engaged by Director in executing work not forming part of the contract or.
- vi) Any other cause which, in the absolute discretion of the authority mentioned in schedule 'F' is beyond the contractor's control. Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Director but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Director to proceed with the works.

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

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

Clause – 6

Measurements of Work Done :-

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

All measurements of all items having financial value shall be entered in Measurement Book and/ or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Engineer- in- Charge or his authorised representative and by the contractor or his authorised representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer- in- Charge or his authorized representative and the contractor or his authorised representative in token of their acceptance. If the

contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by the concerned parties.

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

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant `Standard method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

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

Engineer- in- Charge or his authorised representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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

Clause – 7

Payment on intermediate certificate to be regarded as advances:-

The interim or running account bills shall be submitted by the contractor for the work executed on the basis of recorded measurements on the format of the Institute in triplicate on or before the date of every month fixed for the same by the Engineer-in-charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment / adjustment of advances for material collected, if any, since the last such payment is less than Rs. Five lakhs in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such

certificate (s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/ are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided, without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

Clause – 8

Completion certificate and completion plans :-

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-charge and within thirty days of the receipt of such notice the Engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or(b) for which payment will be made at reduced rates shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/ their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-charge. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning of dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding surplus materials and rubbish etc and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Clause 8A

Contractor to keep site clean :-

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

Clause 8 B

Completion plans to be submitted by the Contractor :-

The contractor shall submit five sets of completion plans within thirty days of the completion of the work along with soft copy.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to ceiling of Rs. 1,00,000/- (Rupees One Lakhs Only) as may be fixed by Director of the Institute concerned and in this respect the decision of the Director of the Institute shall be final and binding on the contractor.

Clause 9

Payment of final bill :-

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-charge whichever is earlier. The contractor shall make no further claims after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by engineer-in-charge, will as far as possible be made within six months from the date of receipt of the bill by the Engineer-in-charge or his authorised representative.

Clause 10A

Materials to be provided by the contractor: -

The contractor shall at his own cost provide all materials required for the works. The contractor shall, at his own expense and without delay, supply to Engineer-in-charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-charge furnish proof, to the satisfaction of the Engineer-in-charge that the materials so comply. The Engineer-in-charge shall within five days of supply of samples or within five days of the receipt of test result intimate to the contractor in writing whether samples are approved by him or not. If samples are not approved the contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specification, approval of the Engineer-in-charge shall be issued after the test results are received.

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

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

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

Clause 10 B

Secured Advance on Non-perishable Materials :-

The contractor, on signing an indenture in the form to be specified by the Engineer-in-charge shall be entitled to be paid during the progress of the execution of the work upto 75% of the assessed value of any materials which are in the opinion of the Engineer-in-charge nonperishable, non-fragile and noncombustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/ or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered/ deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

Clause – 10C

If after submission of the tender, the wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order and such increase in wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions if any for the work, and the contractor thereupon necessarily and properly pays such increased wages then the amount of the contract shall

accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of the work in question.

If after submission of the tender, wages of labour is decreased as a direct result of the coming into force of any fresh law statutory rules or order and such decrease in the wages prevailing at the time of receipt of the tender for the work, Institute shall in respect of labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the wages of labour on the coming into force of such law, statutory rule or order.

The contractor shall, for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of the Government, and further shall, at the request to the Engineer-in-charge may require any documents so kept and such other information as the Engineer-in-charge may require.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the wages of labour, give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

Clause - 10D

Dismantled material Institute's Property :- The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc as Institute's property and such materials shall be disposed off to the best advantage of Institute according to the instructions in writing issued by the Engineer-in-Charge.

Clause – 11

Work to be executed in accordance with specifications, drawings, orders etc.:- The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with CPWD Specifications 1996 Vol.I to VI with upto date correction slips and CPWD specifications 1994 for internal electrification and 1995 for external electrification with upto date correction slips . The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

Clause 12

Deviations/Variations Extent and Pricing :- The Director shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Director and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:-

- i). In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
- ii). 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-charge.

12.2 In the case of extra item(s) the contractor may within fifteen days of receipt of order of occurrence of the item(s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within one month of the receipt of the claims supported by analysis after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

In the case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid para.

a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so, decreased to the extent of the difference between the market rates of substituted item and the agreement item(to be substituted).

12.3 The contractor shall send to the Engineer-in-Charge once every three months an upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Director may authorize consideration of such claims on merits.

12.4 Any operation incidental to or necessarily has to be in contemplation of tenderer while filling tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

Clause 13

Foreclosure of Contract due to Abandonment or Reduction in Scope of Work :- If at any time after acceptance of the tender , Institute shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Director shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates full amount for works executed at site and in addition, a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilised on the work to the full extent in view of the foreclosure:-

- i). Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- ii). Institute shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, Institute shall be

iii). shall offer or give or agree to give to any person in Institute service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Institute; or

- iv). Shall enter into a contract with Institute in connection with which commission has been paid or agreed to paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/ Director ; or
- v). Shall obtain a contract with Institute as a result of wrong tendering or other non- bonafide methods of competitive tendering; or
- vi). being an individual , or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors: or
- vii). Being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager ; or
- viii). shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- ix). assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Accepting Authority :
- The Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Institute, by a notice in writing to cancel the contract as whole or only such items of work in default from the Contract.

The Director shall on such cancellation by the Accepting Authority have powers to :

- a). take possession of the site and any materials, constructional plant, implements, stores etc., thereon; and/or
- b). carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part, the Director shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by Institute. In determining the amount, credit shall be given to the contractor for the value of the work executed by him upto to time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by Institute in completing the works or part of the works or the excess loss or damages suffered or may be suffered by Institute as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Institute in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days the Director shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary buildings, etc and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to the Institute and unsold materials, constructional plant, etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by Institute of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

Clause - 15

Suspension of work

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

- a). On account of any default on the part of the contractor or
- b). For proper execution of the works or part thereof for reasons other than the default of the contractor or
- c). For safety of the works or part thereof

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

ii). If the suspension is ordered for reasons (b) and (c) in sub-para (I) above :

a). The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25% for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part and :

b). If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Director may consider reasonable in respect of salaries and/ or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details to the Director within fifteen days of the expiry of the period of 30 days.

iii). If the works or part thereof is suspended on the orders of the Director for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (I) above, the contractor may after receipt of such order serve a written notice on the Director requiring permission within fifteen days from receipt by the Director of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by the Institute or where it affects whole of the works, as an abandonment of the works by the Institute, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Director. In the event of the contractor treating the suspension as an abandonment of the contract by the Institute, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Director may consider reasonable, in respect of salaries and/ or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Director within 30 days of the expiry of the period of 3 months.

Clause 16

Action in case work not done as per specifications :- All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Director, his authorised subordinates in charge of the work / architect and all the superior officers of the Institute and the Chief Technical examiner's office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. If it shall appear to the Engineer-in-charge or his authorised subordinates incharge of the work or to the Architect or the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within six months of the completion of the work from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Director may consider reasonable during the

preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/ or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Director to be conveyed in writing in respect of the same will be final and binding on the contractor.

Clause – 17

Contractor Liable for damages, defects during maintenance period :- If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever of if any defect, shrinkage or other faults appear in the work within twelve months (4 months in the case of any work other than road work costing Rs. 1,00,000/- and below) after a certificate final or otherwise its completion shall have been given by the Director as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

Clause 18

Contractor to Supply Tools & Plants etc. :- The contractor shall provide at his own cost all materials, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage there of to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

Clause 18A

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

Clause 18 B

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, Institute 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 the Rules framed by Institute from time to time for the protection of health and sanitary arrangements for workers employed by Institute

Contractors, Institute will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Institute under sub-section (2) of Section 20 and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Institute 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 Institute to the contractor whether under this contract or otherwise Institute 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 Institute full security for all costs for which Institute might become liable in contesting such claim.

Clause 19

Labour Laws to be complied by the Contractor: - The contractor shall obtain a valid licence under the Contract Labour (R & A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the Provisions of Child Labour (prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other construction workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Welfare Cess Act, 1996. The Contractor shall also abide the provisions of Contract Labour (Regulations and Abolition) Act 1970 and the Contract Labour Regulation & Abolition Central Rules 1971. Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work. The Contractor shall also abide by the provisions of child labour (Prohibition and Regulations) Act, 1986.

Clause 20

Minimum Wages Act to be complied with:

The Contractor shall comply with all the provision of the Minimum Wages Act, 1948, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought from time to time.

Clause 21

Work not to be sublet. Action in case of insolvency: The Contract shall not be assigned or sublet without the written approval of the Director. And if the contractor shall assign or sublet his contract, or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agent to any public officer or persons in the employ of Institute in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Director on behalf of the Board of Governors of the Institute shall have power to adopt any of the courses specified in Clause 3 hereof as he may deem best suited to the interest of the Institute and in the event of any of these courses being adopted the consequences specified in the said Clause 3 shall ensure.

CLAUSE 22 :

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Institute without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

CLAUSE 23

Changes in firm's constitution to be intimated: Where the Contractor is a partnership firm, the previous approval in writing, of the Director 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 Contractors enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval, aforesaid, is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24

Directions for execution of works: All works to be executed under the contract shall be executed under the direction and subject to the approval of the Director of the Institute who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 25

Settlement of Disputes & Arbitration: Except where otherwise provided in the contract all questions and all disputes relating to the meaning of the specification, design, drawings and instructions here - in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Director of Institute or if there be no Director of the Institute the administrative head of the said Institute. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

It is also a term of this contract that no person other than a person appointed by such Director of the Institute or the administrative head as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Institute shall be discharged and released of all liabilities under the contract in respect of these claims.

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

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/- the arbitrator shall give reasons for the award.

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

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

CLAUSE 26

Contractor to Indemnify Institute against patent Rights: The Contractor shall fully indemnify and keep indemnified the Board of Governors of the Institute against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part of thereof included in the Contract. In the event of any claims made under or action brought against Institute in respect of any such matter as aforesaid the Contractor shall be immediately notified thereof and the Contractor shall be at liberty at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom. Provided that the Contractor shall not be liable to indemnify the Board of Governors of the Institute if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer in Charge in this behalf.

CLAUSE 27

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

CLAUSE 28

Action where no specifications are Specified: In case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standard Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturer's specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 29

With-holding and lien in respect of Sums due from Contractor: (i) Whenever any claim, for payment of a sum of money arises out of or under the contract or against the contractor, the Institute shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Institute shall be entitled to withhold the security deposit, if any furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Institute shall be entitled to withhold and have lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Director pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Institute will be kept withheld or retained as such by the Institute till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause where the contractor is a partnership firm or a limited company, the Institute shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company as the case may be, whether in his individual capacity or otherwise.

(ii) Institute shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of

the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Institute to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Institute to the contractor, without any interest thereon whatsoever.

Provided that the Institute shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Institute on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer-in-Charge.

CLAUSE 30

Lien in respect of claims in other Contracts: Any sum of money due and payable to the Contractor (including security deposit returnable to him) under this contract may be withheld or retained by way of lien by the Institute or any other contracting person or persons through Engineer-in-Charge against any claim of the Institute or such other person or persons in respect of payment of a sum of money arising out of or under any other Contract made by the Contractor with the Institute or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Institute will be kept withheld or retained as such by the Institute or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 31

Water supply: The Contractor(s) shall make his/ their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the condition that the water used by the contractor(s) shall be fit for construction purposes.

CLAUSE 32

Alternate water arrangement: The contractor shall be allowed to construct temporary wells in Institute land for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

CLAUSE 33

Return of Surplus materials: Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Institute either by issue from Institute stocks or purchase made under orders or permits or licenses issued by Institute the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the Institute and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and / or criminal breach of trust, be liable to Institute for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

CLAUSE 34

Plant & Machinery: The contractor shall arrange at his own expense all tools, plant, machinery and equipment.

CLAUSE 35: deleted

CLAUSE 36: Deleted

CLAUSE 37: Levy/Taxes payable by Contractor.

- i) Sales Tax service tax, VAT, Octroi , purchase tax or turnover tax or any other tax in respect of this contract shall be payable by the Contractor and Institute shall not entertain any claim whatsoever in this respect.
- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.
- iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Institute to the State Government, Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Institute and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE 38: Deleted

CLAUSE 39: Termination of Contract on death of contractor

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Director on behalf of the Board of Governors of the Institute shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 40 : Deleted

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

CLAUSE 41: Deleted

CLAUSE 42: Deleted

CLAUSE 43

Compensation during warlike situations: The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by Engineer-in-Charge. The contractor shall be paid for the damages/ destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations(a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge. (b) for any material etc. not on the site of the work or for any tools, plant, machinery scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Director.

CLAUSE 44: Deleted

CLAUSE 45

Release of Security deposit after labour clearance.: Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour

Officer under intimation to the Engineer-in-Charge. The Engineer in charge on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, or recorded till after 3 months after completion of the work and/ or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

PROFORMA OF SCHEDULES

(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of quantities enclosed.

SCHEDULE 'B'

Schedule of materials to be issued to the contractor

S.No	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5

No material shall be issued to the Contractor by the Institute.

SCHEDULE 'C'

Tools and plants to be hired to the contractor

S.No	Description	Hire charges per day	Place of issue
1	2	3	4

No tools & plants shall be hired to the Contractor by the Institute.

SCHEDULE 'D'

Extra schedule for specific requirements/ document for the work, if any. - Nil -

SCHEDULE 'E' Not applicable

SCHEDULE 'F'

Reference to General Conditions of contract.

Name of work : Renovation of Basement for Centre of Excellence for Design at MNIT Jaipur.

- | | | |
|------|--------------------------|------------------------|
| I. | Estimated cost of work : | Rs. 22.00 Lakhs |
| II. | Earnest Money : | Rs 44,000/- |
| III. | Performance Guarantee | NIL |

IV. Security deposit

10% of tendered value

General Rules & Directions
Officer inviting tender

Director, MNIT Jaipur

Definitions

2(v)	Engineer-in-Charge	The Engineer of MNIT Jaipur who shall supervise and be Incharge of the work.
2(viii)	Accepting Authority	Director, MNIT Jaipur
2(x)	Percentage on cost of materials And labour to cover all overheads and profits	15%
2(xi)	Standard Schedule of Rates	(i). C.P.W.D. Delhi Schedule of Rates 2007 with upto date correction slips issued upto the date of receipt of tenders. (ii) CPWD Delhi Schedule of rates 2007 for internal electrification and CPWD Delhi Schedule of Rate 2007 for external electrification with upto date correction slips issued upto the date of receipt of tender.
2(xii)	Department	MNIT Jaipur
Clause 2	Authority for fixing compensation under clause 2	Director MNIT Jaipur
Clause 5	Time allowed for execution of work. Authority to give fair and reasonable extension of time for completion of work	1.5 months Director, MNIT Japur
Clause 7	Gross work to be done together with net payment/ adjustment of advances for material of collected, if any, since the last such payment for being eligible to interim payment	Rs. 10.00 Lakhs
Clause 11	Specifications to be followed for execution of work	i).CPWD Specifications for Electrical works part –III 2003, upto date correction slips for lifts and Escalators. ii).CPWD Specifications 2005 for internal electrification and 1995 f or external electrification with upto date correction slips. iii).CPWD Specifications 1996 volume I to Volume VI with upto date correction slips for Civil works.

VII. Special Conditions For Contract

1. If for any reasons, any part of the site is not available temporarily for some time for part of the work under the contract, the agreed construction schedule shall be suitably modified and contractor shall diligently divert his men and materials to utilize them appropriately, profitably and no claim of damages whatsoever shall be entertained on this account. However, the contractor shall be allowed extension of time for completing the work as deemed fit by the competent authority. The contractor shall not be entitled to any compensation for any loss suffered by him and revision in the rates quoted by him.
2. The contractor shall make his own arrangement for obtaining electric connection required for execution of work and make necessary payments directly to the concerned departments and nothing extra shall be payable on this account.
The contractor shall make his own arrangement for water suitable for construction work as well as drinking and other purpose for the labour engaged by him for the execution of the work.
3. The contractor shall provide, at his own cost instruments for surveying, weighing and measuring purpose at the site of work as may be necessary for execution of the work.
4. The contractor shall take care of all safety precautions pertaining to construction of work, such as excavation, trenching, demolition, provision of scaffolding, ladder, working platforms, gangways, mixing asphaltic materials, electric arc/ gas welding, use of hoist and construction machinery. He shall be governed by relevant provisions of safety code and as directed by the Engineer-in-charge and nothing extra shall be payable on this account.
5. On account of security consideration, some restrictions may be imposed by the security staff on the working and/ movement of men and materials etc. The contractor shall be bound to follow all such restrictions/ instructions and he shall organise his work accordingly. No claim on this account, whatsoever, shall be payable.
6. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to existing/ new work due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work.
7. The contractor shall take all preventive measures against any damage caused by rain, snowfall, floods or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the Owners property and to the work for which the payment has been advanced to him under the contract. However, the contractor shall maintain an 'All risk policy' from any unit of General Insurance Co., for the amount at least equal to the payment received against the work done, at his own cost. This will also cover the defect liability period. This shall be favoring the Director, MNIT, Jaipur. Nothing extra on this account shall be payable to the contractor for maintaining such Insurance Policy.
8. The work will be carried out in the manner complying, in all respects, with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra shall be paid on this account.
9. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.
10. All materials to be incorporated in the work shall be arranged by the contractor and shall be in accordance with the specifications laid down.
11. The tenderer shall use materials bearing ISI Certification Mark unless otherwise specified or allowed in writing by the Engineer-in-Charge. Any material banned by the department shall not be used in the work.
12. The contractor shall be required to get all the necessary mandatory and other tests as per the specifications/ IS codes, carried out on materials/ work from an approved laboratory as per the direction of the Engineer-in-charge. The testing charges and conveyance from the site shall be borne by the contractor.
13. In case any material / work is found sub-standard the same shall be rejected by the Engineer-in-charge/ Architect and the same shall be removed from the site of work within 48 hours, failing which the

- same shall be got removed by the Engineer-in-charge at the risk and cost of the contractor without giving any further notice and time.
14. Even ISI marked materials may be subjected to quality test at the discretion of the Engineer-in-charge. Whenever ISI marked materials are brought to the site of work the contractor shall, if required by the Engineer-in-charge, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the materials procured by the contractor, satisfy the provisions of relevant ISI codes. The testing charges shall be borne by the contractor. However cement/ steel will be necessarily tested before start of work and also during the execution of work as per the requirements of specifications, and will not be used till test certificates are obtained and approved by Engineer-in-Charge.
 15. The work shall be executed and measured in metric system. The metric dimensions given in the schedule of quantities and drawing etc. shall be followed. (The dimension in FPS units wherever indicated, is for guidance only). The figures in the drawings shall be followed.
 16. The contractor shall be responsible for completing the work and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified. The contractor shall quote his rates for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item and the specifications indicated in the tender documents.
 17. Subject to the nomenclature of the item as per schedule of quantities, the specification indicated in the tender documents, the rates quoted shall include cost of all materials including royalty and taxes if any, labour, sundry inputs, execution of work at all heights, levels, pattern and design for all leads, lifts and depths including overhead charges and contractor's profit. Nothing extra shall be paid on this account.
 18. The rates shall be inclusive of making any holes in walls/ RCC work for fixing any fixture/ frame work and making good the structure to its original shape and finish.
 19. Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary co-ordination for un-hindered completion of these sub-works.
 20. The contractor shall give a satisfactory performance test of installations individually and as a whole to ensure their proper functioning before the work is finally declared completed and accepted.
 21. The contractor shall continue to maintain watch and ward to safeguard the Owner's property in his possession until the same is formally handed over as per directions of the Engineer-in-charge. Nothing extra over agreement rates shall be paid on this account.
 22. All tools, plants and measuring or weighing equipment shall be arranged by the contractor himself and nothing extra shall be paid to the contractor on this account.
 23. The contractor shall provide adequate lighting arrangements as approved by the Engineer-in-charge for carrying out the work during night time, if so required and also provide all other facilities for the labour employed to carryout the work as per direction of Engineer-in-Charge.
 24. In order to achieve the targeted date of completion the contractor may have to work in multiple shifts, round the clock including public and gazetted holidays and nothing extra shall be paid on this account.
 25. The contractor shall be responsible for all statutory provisions and deductions towards ESI, PF or any other, as the case may be or any other levies and taxes shall be borne by the contractor. The TDS and Contract Tax or any other statutory levies/ taxes incorporated from time to time shall be deducted progressively from the running account bills, as applicable at the time of payment. No claim in this regard shall be entertained.
 26. The contractor is supposed to abide the minimum wages act, and shall produce all records to the Engineer-in-charge or any other statutory authority as and when called for. The Engineer-in-Charge does not hold any responsibility, on account of any lapses in this regard.
 27. For any clarification/ doubt, the Institute may organize regular meetings with Contractor & Architect. The contractor shall attend such meetings invariably as and when required.
 28. In respect of the work of other agencies, where the commencement or progress of such work of any other agency is dependent upon the completion of particular portions of the contractor's work or generally upon the contractor maintaining progress in accordance with the approved coordinated construction programme, it shall be the responsibility of the Contractor to complete such portions and maintain such progress. Should any difference arise between the contractor and the other agencies, these shall immediately be brought to the attention of the Engineer-in-Charge who after reviewing the

- matters causing the differences will give their decision which shall be final and binding on the contractor.
29. The contractor shall have to do all drilling of holes and cutting of walls, chases or other elements of the building for the complete and proper installation bracket/ropes/boxes etc. and other equipments by using electrically operated tools such as drills/ chase cutting machine etc. Manual drilling or chiseling or cutting shall be permitted on special request only. No chiseling or cutting or drilling of RCC columns, beams, girders and other principal structural members shall be done unless prior permission has been granted by the Engineer-in charge in writing.
 30. All chases and openings made by the contractor for his work shall be filled/ covered over with cement plaster in reasonable manner. Before rough plastering on the pipe surfaces the concealed pipes shall be secured to the wall by using proper supports/ clamps.
 31. The contractor shall prepare and produce instruction, operation and maintenance manuals in English for the use, operation and the maintenance of the supplied equipment and installations, and submit to the Engineer-in-Charge in (5) copies at the time of handing over. The manual shall generally consist of the following:
 - a) Description of the project
 - b) Operating instructions
 - c) Maintenance instructions including procedures for preventive maintenance
 - d) Manufacturers catalogues
 - e) Spare parts list
 - f) Trouble shooting charts
 - g) Drawings
 - h) Type and routine test certificates of major items.
 - i) One (1) set of reproducible 'as built' drawings on polyester film.
 32. The contractor shall be provided adequate area for construction of storage/ office space for his use. The space has to be maintained/ constructed by the contractor as per his usage requirements. All spaces allotted to the contractor, as described above shall be vacated and all structures removed from site at any time as and when required and directed by the Engineer-in-charge, unconditionally and without any reservation. The Engineer-in-charge will not be obliged to give any reason for such removal. Upon receiving instructions to vacate the space, the contractor shall immediately remove all his structures, materials, etc. From the sources and clear and clean-up the site to the satisfaction of the Engineer-in-charge.

It shall be the responsibility of the Contractor to safeguard the site and ensure that no illegal encroachments are made by outside elements within the area allotted to the contractor. Upon completion of the work or earlier as required by Engineer-in-Charge, the contractor shall vacate the land totally without any reservation.
 33. The contractor has to replace any of the defective items that is supplied and installed for a period of two year of their own cost.
 34. The contractor will arrange to erect, at his own cost, barbed wire or other appropriate fence around the infrastructure site, with entry/ exit gates at suitable points. The contractor shall, at his own cost, provide and erect suitable fencing around the spaces allotted to him at the infrastructure sites to ensure the security of his men, materials and equipment within the sites and in relation to other contractors who will also be allotted spaces at above sites.

The security of workmen, materials, equipment stores etc, within the area allotted to the contractor shall be the responsibility of the contractor.

VIII. Safety Code

1. Suitable scaffolds should be provided for workmen for all works that can not 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 as suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical)
2. Scaffolding of staging more than 3.6m (12 ft) 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 (3ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent if from swaying from the building or structure.
3. Working platform, 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 than 3.6 (12ft) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90cm (3ft).
5. 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 (30ft) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. ($11\frac{1}{2}$ ") for ladder upto and including 3m (10ft) in length. For longer ladders this width should be increased at least $\frac{1}{4}$ " for each additional 30cm (1foot) of length. Uniform step spacing of not more than 30cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or 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 defiance of every suit, action or other proceedings 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. Excavation and Trenching - All trenches 1.2m (4ft) or more in depth, shall at all times be supplied with the least one ladder for each 30m (100ft) in length or fraction thereof Ladder shall extend from bottom of the trench to at least 90 cm (3ft) above the surface of the ground. The side of the trenches which are 1.5m (5ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m (5ft) 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. Demolition – Before any demolition work is commenced and also during the progress of the work,
 - a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b. No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - c. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipments shall invariably be provided :

- i). Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- ii). Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
- iii). Those engaged in welding works shall be provided with welder's protective eye shields.
- iv). Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- v). When workers are employed in sewers and manholes, which are in active use, the contractor shall ensure that the manholes 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 to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :
 - a). Entry for workers into the line shall not be allowed except under supervision of the Engineer-in-charge 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 manhole for working inside.
 - c). Before entry presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour 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 for 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 stop 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 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 well be final.
- vi). 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 precaution should be taken :-
 - a). No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
 - b). 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 scraped.

- c). Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
9. An additional clause (viii) (i) of Safety Code (iv) the Contractor shall not employ women and man below the age of 18 on the work of painting with product containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :
- i). While lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - ii). Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
 - iii). Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - iv). Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - v). Overall shall be worn by working painters during the whole of working period.
 - vi). Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - vii). Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of Institute.
 - viii). Institute may require, when necessary medical examination of workers.
 - ix). Instruction with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. 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 provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachment, anchorage and supports shall conform to the following standards or conditions :-
- i). a). These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and 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.
 - ii). 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 give signals to operator.
 - iii). 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 condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - iv). The contractors shall notify the safe working load of their machines to the Engineer-in-charge whenever he brings any machinery to site of work and get it verified by the Engineer-in-charge.
12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. 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 to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energised, insulating mats, wearing apparel, such as gloves, sleeves and boots and may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

13. All scaffolds, 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.
14. 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 code shall be named therein by the contractor.
15. 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 or Engineer-in-charge or their representatives.
16. Notwithstanding the above clauses from (1) to (15) there is nothing in these to exempt the contractor from the operations of any other Act or Rules in force in the Republic of India.

FORM - 'A'

FINANCIAL INFORMATION

- I. Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (copies to be attached)

YEARS

2004-05	2005-06	2006-07	2007-08	2008-09
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- (i). Gross Annual turn over on construction works.
- (ii). Profit/ Loss
- II. Financial arrangements for carrying out the proposed work
- III. The following certificates are enclosed:
- (a) Solvency Certificate from Bankers of Applicant.
- (b) Sales Tax Clearance Certificate valid upto date
- (c) Income Tax clearance certificate valid upto date

Signature of Applicant(s)

Signature of Chartered Accountant with Seal

Form `B`

**DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS
ENDING LAST DAY OF THE MONTH**

S.No	Name of Work / Project & Location	Owner of sponsoring organization	Cost of Work in crores	Date of commencement as per contract	Stipulated date of completion	Actual Date of Completion	Litigation/ Arbitration pending / in progress with details*	Name and Address/telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Applicant(s)

*Indicate gross amount claimed and amount awarded by the Arbitrator

Form `C`

PROJECT UNDER EXECUTION OR AWARDED

S. No	Name of Work / Project & Location	Owner of sponsoring organization	Cost of Work in crores	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow Progress if any, and reasons thereof	Name & Address/telephone of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Applicant (s)

FORM - 'D'

PERFORMANCE REPORT OF WORKS REFERRED IN FORM 'B' & 'C'

1. Name of Work / Project and Location
2. Agreement No.
3. Estimated Cost
4. Tendered Amount
5. Date of Start
6. Date of Completion
 - (i). Stipulated date of completion
 - (ii). Actual date of completion.
7. Amount of compensation levied for delayed completion, if any.
8. Performance reports

(a) Quality of work	Very Good /	Good /	Fair /	Poor
(b) Financial Soundness	Very Good /	Good /	Fair /	Poor
(c) Technical Proficiency	Very Good /	Good /	Fair /	Poor
(d) Resourcefulness	Very Good /	Good /	Fair /	Poor
(e) General behavior	Very Good /	Good /	Fair /	Poor

Date :

Executive Engineer or Equivalent

(Separate certificate shall be provided for every work)

FORM - 'E'

STRUCTURE AND ORGANIZATION

1. Name and address of applicant
2. Telephone No./Fax No./E-Mail/Telex No.
3. Legal status of the applicant
(attach copies of original documents defining the legal status)
 - a). An Individual
 - b). A Proprietary firm
 - c). A firm in Partnership
 - d). A Limited Company or Corporation
4. Particulars of Registration with various Government bodies (attach attested photocopy)

Organization / Place of Registration

Registration No.

- 1.
- 2.
- 3.

5. Names and Titles of Directors & Officers with designation to be concerned with this work
6. Designation of individuals authorised to act for the organization.

Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.

8. Has the applicant, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.

9. Has the applicant, or any constituent partner in case of partnership firm, ever been debarred / black listed for tendering in any organization at any time? If so, give details.
10. Has the applicant, or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
11. In which field of Civil Engineering construction the applicant has specialization and interest?
12. Any other information considered necessary but not included above.

Signature of Applicant (s)

DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK

S. No.	Designation	Total Number	Number to be deployed for this work	Name	Qualification	Professional experience and details of work carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

SIGNATURE OF APPLICANT (S)

**DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT
LIKELY TO BE USED IN CARRYING OUT THE WORK**

S. No.	Name of Equipment	Nos.	Capacity	Age	Condition	Ownership Status			Current location	Remarks
						Presently owned	Leased	To be purchased		
1	2	3	4	5	6	7	8	9	10	11

List of Equipment

Earth moving equipment

1. EXCAVATORS(VARIOOUS SIZES)

Equipment for hoisting and

Lifting

- 1 Tower Crane

- 2 **Builders Hoist**

Equipment for Concrete work

S. No.	Name of Equipment	Nos.	Capacity	Age	Condition	Ownership Status			Current location	Remarks
						Presently owned	Leased	To be purchased		
1	2	3	4	5	6	7	8	9	10	11

1 Concrete batching plant

Signature of Applicant (s)

2. Concrete Pump

3. (a) Concrete Transit Mixer

(b) Other equipment for transportation of concrete mix

4. Needle Vibrator (Electrical)

5. Needle Vibrator (Petrol)

6. Table Vibrator (Elect/ Petrol)

Equipment for Building work

1 Block making Machine

2 Bar bending Machine

3 Wood Thickness Planer

4 Drilling machine

S. No.	Name of Equipment	Nos.	Capacity	Age	Condition	Ownership Status			Current location	Remarks
						Presently owned	Leased	To be purchased		
1	2	3	4	5	6	7	8	9	10	11

5 Circular Saw machine

6 Welding Generators

Signature of Applicant (s)

7 Welding Transformers

8 Cube Testing machine

9 M.S. Pipes

10 Steel Shuttering

11 Steel Scaffolding

12 Grinding /Polishing machine

13 Bar cutting machine

EQUIPMENT FOR ROAD WORK

1 Road Rollers

2 Bitumen paver finishers

3 Hot Mix plant

S. No.	Name of Equipment	Nos.	Capacity	Age	Condition	Ownership Status			Current location	Remarks
						Presently owned	Leased	To be purchased		
1	2	3	4	5	6	7	8	9	10	11

4 Spreaders

5 Vibratory road rollers

6 Earth rammers

Signature of Applicant (s)

Equipment for Transportation

1 Tippers

2 Trucks

Pneumatic Equipments

1. Air Compressors (Diesel)

Dewatering Equipment

1 Pump Dewatering (Diesel)

2 Pump Dewatering (Electrical)

Power Equipment

1 Diesel Generator

S. No.	Name of Equipment	Nos.	Capacity	Age	Condition	Ownership Status			Current location	Remarks
						Presently owned	Leased	To be purchased		
1	2	3	4	5	6	7	8	9	10	11
Any Other Plant /Equipment										

Signature of Applicant (s)

