

TENDER DOCUMENTS

NAME of work: Civil Buildings Repairing & Maintenance work (DLP + 2 Year Maintenance) for Permanent Campus of Indian Institute of Management, Rohtak at Sunaria Rohtak.



Tender Document Fee: Rs. 5,900/- (Rupees Five Thousand Nine Hundred only)

Date of submission of Tender 13.08.2025 upto 11.00 A.M.

Date of opening of Eligibility Documents: 13.08.2025 at 11.30 AM

Indian Institute of Management Rohtak
at Sunaria Village, Rohtak(Haryana)

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IIMROHTAK

NOTICE INVITING TENDER

N.I.T. No.	IIMR/Civil/FY 2025-2026/OTE/P-125-T	
Name of work	Civil Building Repairing & Maintenance work (DLP + 2Year) for Permanent Campus of Indian Institute of Management, Rohtak at Sunaria Rohtak.	
Processing/Tender Fee	Rs.5900.00 (Rs. Five Thousand Nine Hundred Only) in favour of "Indian Institute of Management Rohtak", by NEFT in to Acct. No.252201000421, Bank-ICICI Bank, IIM Rohtak Branch, IFSC- ICIC0007244. Bidders registered under MSE having Valid MSE Certificate (under Manufacturing /Service category) are exempted towards processing /tender fees on submitting documentary evidence and bid security declaration as per enclosed format in GCC at Page No.125.	
Estimated Cost	For Civil work	Rs. 6,33,14,251.00
	Total:	Rs. 6,33,14,251.00 (Including GST)
Earnest Money	Rs. 12,66,285/- [2% (Two percent) of the estimated cost in favour of "Indian Institute of Management Rohtak", payable at Rohtak or should be submitted online (IMPS/NEFT/RTGS) to in to Acct. No.252201000421, Bank-ICICI Bank, IIM Rohtak Branch, IFSC- ICIC0007244 in favour of "Indian Institute of Management Rohtak. Bidders registered under MSE having Valid MSE Certificate (under Manufacturing /Service category) are exempted towards earnest Money on submitting documentary evidence and bid security declaration as per enclosed format in GCC at Page No.125.The EMD of L-1 will be refunded after submission of 5 % PBG of awarded value and to Other bidder will be refunded within 30 Days after evaluation of technical bids.	
Performance Guarantee	5% of awarded tendered value.	
Security Deposit	5% of Gross work done tendered value	
Time Allowed	09 (Nine) Months	
Date of Publishing/ Hosting of Tender	23.07.2025	
Last date for Submission of Eligibility Documents & Financial Bids	13.08.2025 (upto11:00 hrs IST)	
Date of opening of Eligibility Documents	13.08.2025 (at 11:30 hrs IST)	
Date of opening of Financial Bids	13.08.2025 (at 14:00 hrs IST)	
Last date for receipt of queries	07.08.2025 (upto17:00 hrs IST)	
Period of Bid validity	Minimum 90 days from closing Date.	

This NIT for Composite work amounting to **Rs. 6,33,14,251.00 (Including GST) (Rupees Six Crore Thirty-Three Lac Fourteen Thousand Two Hundred Fifty-One Only) Including GST** is hereby approved. NIT Contain: GCC from Page 1 to 125, SCC from page 1 to 4.

SECTION 1: INFORMATION & INSTRUCTIONS TO BIDDERS FOR E-TENDERING

The Director, Indian Institute of Management Rohtak invites on behalf of the Institute online item rate tenders from specialized firms/ contractors of repute in single stage two bid system for the following work: -

NIT No.	Name of Work & Location	Estimated Cost put to Tender	Earnest Money	Period of Completion	Last date & time of online submission of Eligibility Documents & Financial bids.	Time and date of opening of Eligibility Documents	Time and date of opening of Financial Bids
1	2	3	4	5	6	7	8
IIMR/Civil/FY 2025-2026/OTE/P-125 T	Civil Building Repairing & Maintenance work (DLP + 2 Year) for Permanent Campus of Indian Institute of Management, Rohtak at Sunaria Rohtak.	Rs. 6,33,14,251.00(Including GST)	Rs. 12,66,285.00/-	09 (Nine Months)	13.08.2025 upto 11:00 hrs IST)	13.08.2025 (at 11:30 hrs IST)	13.08.2025 (at 14:00 hrs IST)

- A. The Bidder submitting the tender should read the schedule of quantities, additional conditions, additional specifications, particular specifications and other terms and conditions given in the NIT. The tenderer should also read the General Conditions of Contract forming Part A of the tender document. The working architectural and structural drawings will be made available on award of work, as per the requirement of the same as per approved programme of completion submitted by the contractor after award of the work. The contractor shall take into account that best practices in the profession shall be employed in the detailing and Maintenance of the project, and rates quoted shall take that into account. The following conditions, which already form part of the tender conditions, are specially brought to his notice for compliance while filling the tender. They are requested to comply following instructions.
- B. Tenders with any condition including that of conditional rebates shall be rejected forthwith. Rates of such tenders shall neither be read out, not be entered in the tender opening documents.

- C. Bidder must ensure to quote rate for each item. The column meant for rate in figure appears in white colour and once rate is entered, it turns green. While selecting any of the cell a warning appears that if any cell is left blank the same shall be treated as '0' (Zero). Therefore, if any cell is left blank and no rate is quoted by the Bidder, rate of such item(s) shall be treated as '0' (Zero).
- D. GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Institute shall not entertain any claim whatsoever in this respect except as provided under Clause 38. The Institute shall deduct from the running bills and final bill, the **TDS** and other statutory deductions as applicable.
- E. It will be obligatory on part of the Bidder to tender for all the component parts. The Institute reserves right to accept tender in full or in part. The Institute does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without assigning any reason. All bids in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the Bidders shall be summarily rejected.
- F. **The Earnest Money Deposit will have to be submitted online in favour of "Indian Institute of Management Rohtak", Payable at Rohtak.**
- G. **It is mandatory to sign the Integrity Pact by the Bidder failing which the Tenderer will stand disqualified from the tendering process and such Application would be summarily rejected.**
- H. Specialized Firms / Contractors who fulfill the following requirements shall only be eligible to apply. **Applications from Joint ventures or consortium of companies will not be accepted or considered for participation.**

Chief Engineer
Indian Institute of Management Rohtak

Eligibility Criteria: -**1) For Bidder / Contractors: -**

Bidder should have similar work experience meeting the eligibility criteria.

List of mandatory documents to be submitted bidders in online mode: -

- a) Letter of Transmittal
- b) Earnest Money Deposit
- c) Document Checklist
- d) Valid CPWD enlistment certificate, if any
- e) Affidavit
- f) Pledge of Compliance
- g) Integrity Pact and Integrity Agreement
- h) Copy of the Tender Document, duly signed on each page by authorized Signatory same will be uploaded
- i) Valid GST certificate of the firm.
- j) Form 'A'-Structure & Organisation of Bidder (with supporting documents)
- k) Form 'B'- Financial Information
- l) Form 'C'-Banker's Certificate
- m) Form'D' Details of Similar works completed
- n) Form 'E' Details of similar works in hand
- o) Form 'F' Performance reports of works
- p) Form 'G'- Details of Technical & Administrative Personnel
- q) Form 'H'- Details of Plant & Equipment.
- r) **Should have satisfactorily completed the works as mentioned below during the last Seven (7) years ending initial stipulated last date of submission of tenders as per NIT.**

- (i) At least One **(1) similar work costing not less than Rs 5.06 crores OR Two (2)** similar works each costing not less than Rs. 3.16 crores **OR Three (3)** similar works each costing not less than Rs. 2.53 crores.

Similar work shall mean the works, completed in India, of: Construction of Building works or Repairing & Maintenance of Building work for Ministries/Government Departments/Autonomous Bodies/Educational Institutions of Central & State Government/Public Sector Undertakings under Government of India or State Government OR A firm listed on NSE/BSE Stock Exchange (Proof of listing on Stock Exchange should be enclosed/provided by the bidder along with a valid certificate). Credential certificate shall be considered in support of similar work experience, only if issued by Client as mentioned above. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of Applications).

- (ii) **Annual Average Financial turnover:** Should have had a minimum average annual financial turnover (Gross) of Rs. 1.9 crores on similar building construction /Maintenance works during the last three consecutive balance sheets duly audited by a Chartered Accountant.
- (iii) **Profitability:** The Bidder should be a Profit (Net) making firm and should

have made profit during at least have earned profit in minimum one year in the available last three consecutive balance sheets. ending 31st March 2024 for which balance sheets, duly certified by the Chartered Accountant, are available.

- (iv) **Net worth:** Net Worth of the company /firm as on last day of preceding Financial Year, should be minimum 10% of the Estimated Cost put to Tender, duly certified by Chartered Accountant.

- I. The tender document consisting of plans, specifications, schedule of Quantities of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be downloaded from website <https://tenderwizard.com/etenders>

Bidders are advised to keep visiting the above-mentioned web-sites from time to time (till the deadline for bid submission) for any updates in respect of the tender documents, if any. Failure to do so shall not absolve the Bidder of his liabilities to submit the tender complete in all respect including up dates thereof, if any.

Prospective Bidders may seek clarification regarding the project and/or the Tender documents, in writing to the Institute on or before 17:00 Hrs on **07.08.2025**. No requests for clarifications will be entertained after this date. Any clarification given by the Institute will be uploaded on the websites mentioned above and shall form part of the Tender document.

- J. The Bidder shall submit copy of the Eligibility Documents, along with Earnest Money Deposit and Tender Document fee online mode before the date specified herein above.
- K. Scanned copies of Eligibility Documents and Financial Bids are to be submitted only through the <https://tenderwizard.com/etenders>. Those Bidders not registered on the website <http://www.tenderwizard.com/iim-rohtak> are required to get registered themselves before hand. The intending Bidder must have valid class-III digital signature to submit the bid. The Bidders must furnish the Financial Bids only in the MS Excel Spreadsheet to be uploaded on the website_.
- L. Submission of hard copy of the Eligibility Documents & Financial Bid will render the tender invalid.**
- M. Bidders shall be required to pay to KEONICS e-Tender Processing Fee (non-refundable) of Rs. 4130.00/- through the e-gateway by credit/debit card, internet banking or RTGS/NEFT facility.
- N. Bidders shall be required to pay a Tender Document Fee (non-refundable) of Rs 5900/- by way of online in favour of Indian Institute of Management Rohtak, payable at Rohtak
- O. The Tenderer shall submit the following documents (Which are applicable to them), on or before the last date and time specified herein above, in the manner prescribed below:

By Online mode

As per prescribed formats, addressed to Chief Engineer Indian Institute of Management Rohtak, at Sunaria Village, Rohtak

<u>1: Eligibility Documents for Bidders/ Contractor</u>	
1. Letter of Transmittal	
2. Document Check list	
3. Form 'A' – Structure & Organisation of Bidder (with supporting documents)	
4. Form 'B' – Financial Information (with supporting documents)	
5. Form 'C' – Banker's Certificate: DELETED	
6. Form 'D' – Details of similar works completed (with supporting documents)	
7. Form 'E' – Details of similar works in hand (with supporting documents)	
8. Form 'F' - Performance reports of works	
9. Form 'G' – Details of Technical & Administrative Personnel	
10. Form 'H' – Affidavit	
11. Pledge of Compliance	
12. Integrity Pact and Integrity Agreement	
13. Copy of the Tender document, <u>downloaded from website -</u> <u>http://www.tenderwizard.com/iim-rohtak</u> , duly signed on each page by authorized signatory same will be uploaded on <u>http://www.tenderwizard.com/iim-rohtak</u> .	
14. Bid security declaration as per enclosed format in GCC at Page No.125	
<u>2: EMD and Tender Document Fee</u>	
1. Earnest Money Deposit.	
2. Form 'C' – Banker's Certificate: Deleted.	
3. Tender Document Fee.	

By E-tendering mode only through E-tendering Portal
www.tenderwizard.com/iim-rohtak

1. Eligibility Documents (in *.jpg or *. pdf format)	To be digitally signed
2. Financial Bid (.xls format-Annexure-A)	To be digitally signed

- P. In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online, then the bid submitted shall become invalid and the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.
- Q. In case the lowest tendered amount (worked out on the basis of quoted rate of individual items) of two or more Bidders is the same, then such lowest Bidders may be asked to submit sealed revised offer quoting rate of each item of schedule of quantity for all sub sections/ sub heads as the case may be, but the revised quotes rate of each item of schedule of quantity for all sub sections / sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.
- R. If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more Bidders received in revised offer is again found to be equal, then the lowest tender among such Bidders shall be decided by a draw of lots in the presence of lowest Bidders who have quoted equal amount of their tenders.
- S. In case any of such lowest Bidders in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated as invalid. Such case of revised offer of the lowest firm/contractor or case of refusal to submit revised offer by the lowest Bidder shall be treated as withdrawal of his tender before acceptance and 100% of his earnest money shall be forfeited.
- T. In case all the lowest Bidders those who have tendered amount (as a result of their quoted rates of individual items), refuses to submit revised offers, then tenders are to be recalled after forfeiting 50 % of EMD of each lowestBidder.
- U. The tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of Eligibility Documents. In case the Tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Institute, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 50 % of the said earnest money as aforesaid. Further the Tenderer shall not be allowed to participate in there-tendering process of the work.
- V. Bidder, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate (s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the re- tendering process of the work.
- W. The tender inviting Authority 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.
- X. The Successful Tenderer shall be required to submit a Performance Guarantee of 5% (Five Percent) of the agreement amount within 15 days of issue of letter of award. This guarantee shall be in the form of Fixed Deposit Receipts or Bank Guarantee from any Scheduled Bank or the State Bank of India in accordance with the

prescribed form. This period can be further extended by Engineer-in-Charge/Institute up to a maximum period of 15 days on the written request of the contractor, **however late fee will be charged @ 0.1% per day.**

- AA. The Tenderer whose tender is accepted (Successful Tenderer/Bidder or Contractor) will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 5.0% 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 deposited at the time of tenders, will be treated as a part of the Security Deposit. The Security amount will also be accepted as Fixed Deposit Receipt or Bank Guarantee of a Scheduled Bank or State Bank of India, provided confirmatory advice is enclosed.
- BB. On acceptance of the tender, the name of the accredited representative(s) of the selected Contractor who would be responsible for taking instructions from the IIM Rohtak shall be communicated in writing to the IIM Rohtak. The selected Contractor shall give a list of Institute employees related to him.
- CC. The Selected Contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Accepting Authority may in his discretion, without prejudice to any other right or remedy available in law, cancel the Contract. The Selected Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
- DD. Agreement shall be drawn with the successful bidder as per the format forming part of the Tender Documents. This Notice Inviting Tender shall form a part of the contract document. The successful bidder / tenderer, on acceptance of his bid by the Accepting Authority shall within 15 days from the letter of acceptance, sign the agreement consisting of:

The Notice Inviting Tender, all the documents including special conditions, additional conditions, particular specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted on line at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

Chief Engineer
Indian Institute of Management Rohtak

SECTION II - INFORMATION & GENERAL INSTRUCTIONS TO BIDDERS**1.0 General**

- 1.1 Letter of transmittal and forms for qualification are given in Section III.
- 1.2 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, reference to the same should be mentioned against the relevant column. Even if no information is to be provided in a column, a 'Nil' or 'No such case' entry should be made in that column. If any particulars/query is not applicable in case of the Bidder, it should be stated as 'not applicable'. The Bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the Bidder being summarily disqualified. Submissions made by telegram, fax, email or telex and those received late will not be entertained.
- 1.3 The Application should be type written. The Bidder's name should appear on each page of the Application.
- 1.4 The Application along with required documents should be submitted in online and each page serially numbered. All the pages should be duly signed in ink on each page & official seal stamped and should be submitted online superscribing "Tender documents for Civil Building Maintenance Work Permanent Campus of Indian Institute of Management, Rohtak at Sunaria Rohtak, addressed to Chief Engineer, Indian Institute of Management Rohtak. Haryana. Documents submitted in connection with this tender will be treated confidential and will not be returned.
- 1.5 Overwriting should be avoided. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting.
- 1.6 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the Bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.
- 1.7 The Bidder is advised to attach any additional information which he thinks is necessary in regard to his capabilities to establish that the Bidder is capable to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of Tender Application, unless it is called for by the Institute.

- 1.8 The Tender Application in prescribed form duly completed and signed shall be submitted along with a non-refundable processing fee of Rs 5,900/- (Rupees Five Thousand Nine Hundred Only) shall be submitted online. The processing fee shall be paid online in favour of "Director, Indian Institute of Management Rohtak" from a scheduled Bank and payable at Rohtak.
- 1.9 The credentials submitted in respect of Tender Application shall be verified before award of work. Any information furnished by the Bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from any work awarded and from tendering/taking up of any other work in the Institute. If such Bidder happens to be an enlisted contractor of any Govt. organisation, his name shall also be recommended for removal from the approved list of contractors.
- 1.10 Bidders are advised to keep visiting IIM Rohtak and e-tender wizard websites from time to time (till the deadline for Tender submission) for any updates in respect of the Tender notice, if any. Failure to do so shall not absolve the Bidder of his liabilities to submit its Tender Application complete in all respect including update, thereof, if any. Incomplete Application may be liable to rejection.
- 2.0 **Definitions**
In this document the following words and expressions have the meaning here by assigned to them.
- 2.1 **Institute:** means Indian Institute of Management Rohtak, acting through Director, IIM Rohtak, Sunaria Village, Rohtak.
- 2.2 **Bidder:** means a legal entity in the form of a proprietary firm, firm in partnership, limited company (private or public) or corporation acting through its authorized signatory. Wherever the generic expression 'he' is used to refer to a Bidder, it will refer to any bidder irrespective of gender.
- 2.3 **"Year"** means "Financial Year" unless stated otherwise.
- 3.0 **Method of Application:**
- 3.1 If the Bidder is a Proprietary Firm, the application shall be signed by the proprietor, with his full typewritten name, and full name of his Firm with its current address.
- 3.2 If the Bidder is a Firm in partnership, the application shall be signed by all the partners of the firm with their full typewritten names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney shall accompany the Application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the Application.

- 3.3** If the Bidder is a Limited Company or a Corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application. In such a case, a certified copy of the power of attorney shall accompany the application. The Bidder should also furnish a copy of the Certificate of Incorporation, Memorandum and Articles of Association duly authenticated by the statutory auditor and attested by Public Notary.
- 3.4** In case of foreign entities, only entities having registered establishment in India for carrying out its operations for atleast last 7 years and meeting all other eligibility criteria, as mentioned in this document, may also apply.

4.0 Final decision-making authority:

The Institute reserves the right to accept or reject any Tender and to annul the process and reject all tenders at any time, without assigning any reason or incurring any liability to the Bidders unless such action is warranted by actions of any bidder(s).

5.0 Particulars provisional:

The particulars of the work given Tender Documents are provisional. They are liable to change and must be considered only as information to assist the Bidder to tender for proposed work.

Chief Engineer
Indian Institute of Management Rohtak

8.0 Evaluation Criteria for Qualification:

8.1 For the purpose of qualification, the details submitted by the Bidders will be evaluated in the following manner:

8.1.1 The initial criteria prescribed in para above in respect of experience of similar class of works completed, solvency and financial turn over etc. will first be scrutinized and the Bidder's eligibility for the work to be determined.
The Institute also reserves the right to appoint a committee or any consultants to complete any part of the selection process.

8.2 Even if a Bidder satisfies the above requirements, he may 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 eligibility criteria document.
- (b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.
- (c) If confidential inquiry reveals facts contrary to the information provided by the Bidder.
- (d) If confidential inquiry reveals unsatisfactory performance in any of the selection criteria
- (e) If inspection of works in progress or completed by the Bidder are not found satisfactory by the Institute.

9.0 Financial Information as mentioned above:**10.0 Experience in works highlighting experience in similar works:**

10.1 Bidder should furnish the following:

- (a) List of all works of similar nature successfully completed during the last seven years in (Form 'D').
- (b) List of the projects under execution or awarded in (Form 'E').
- (c) Calculation of Bidding Capacity in (Form 'E').

10.2 Particulars of completed works and performance of the Bidder duly authenticated/certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each work completed or in progress. (Form 'F').

11.0 Organization Information:

Bidder is required to submit the information in respect of his organization in Form 'A' & 'G'.

12.0 Letter of Transmittal:

The Bidder should submit the letter of transmittal attached with the document.

13.0 Financial Bids:

After evaluation of Eligibility Documents, a list of the qualified Bidders will be prepared. Financial Bids of the qualified Bidders will be opened.

14.0 Miscellaneous:

14.1 The Institute reserves the right, without being liable for any damages or obligation to inform the Bidders, to:

14.1.1 Reject any or all the Tenders without assigning any reason.

14.2 Any effort on the part of the Bidder or his agent to influence or pressurize the Institute would result in rejection of his Tender. Canvassing of any kind is prohibited.

14.3 Work shall be executed according to General Conditions of Contract forming part of the Tender Documents. The Institute reserves the right to modify any of the conditions, to its specific requirements.

14.4 The Bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at Rohtak (Haryana) shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding process.

14.5 The Institute, in its sole discretion and without incurring any obligations or liability, reserves the right, at any time, to;

- a) Suspend and/or cancel the Tender process and/or amend and/or supplement the Tender process or modify the dates or other terms and conditions relating there to;
- b) Consult any Bidder in order to receive clarification or further information;
- c) Qualify or not to qualify any Bidder and/or to consult any Bidder in order to receive clarification or further information;
- d) Retain any information and/or evidence submitted to the Institute by, on behalf of, and/or in relation to any Bidder; and/or
- e) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder;
- f) Call for information from previous clients and evaluate the previous completed projects regarding all submissions including litigation;
- g) Undertake physical verification of completed projects and interact with clients;

- h) Call for information from taxation authority or by financial auditor, banker, chartered accountant engaged by the Bidder.

14.6 It shall be deemed that by submitting the Tender, the Bidder agrees and releases the authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations here under and the Tender Documents, pursuant here to, and/or in connection with the Tender process, to the fullest extent permitted by applicable law, and raise any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

Chief Engineer

Indian Institute of Management Rohtak

Section-III
FORMS FOR QUALIFICATION

LETTER OF TRANSMITTAL

From:

(Full Address of Bidder)

To,

The Chief Engineer
Indian Institute of Management Rohtak
Sunaria Village, Rohtak -124001, Haryana

Subject: - Civil Buildings Repairing & Maniteance Work for Permanent Campus of Indian Institute of Management, Rohtak at Sunaria Rohtak.

Sir,

Having examined the details given in Notice Inviting Tender for the above work, I/We hereby submit the following requisite documents and other relevant information (Which are applicable).

1. I/We hereby certify that all the statements made and information supplied in the enclosed Forms 'A' to 'H' and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for selection of Contractor and have no further pertinent information to supply.
3. I/We submit the requisite certified solvency certificate and authorize the Director, Indian Institute of Management Rohtak to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorise the Institute to approach individuals, employers, firms and corporations to verify our competence and general reputation.
4. I/We have not been blacklisted by any State/Central Government Department or PSU or Autonomous Bodies. I/We have submitted a duly notarized affidavit to this effect.
5. I/We undertake that we would comply with all statutory laws and compliances, including those applicable to the sub-contractors appointed by us and indemnify the Institute of all implications and consequences resulting from any non-compliances due to any reasons what soever.
6. I/We submit the certificates as per the Form 'D' in support of our suitability, technical knowledge and capability for having successfully completed the following works:

S. No.	Name of work	Amount		Contact particulars of certificate issuing authority
1.				
2.				
3.				

* The Bidder shall furnish all contract information such as postal address, telephone and fax numbers, e-mail ids etc. Incomplete information will make the Application liable for rejection.

7. Non-refundable Tender Document Fee amounting to Rs. 5,900/- (Five Thousand Nine Hundred only) online mode in favour of Indian Institute of Management Rohtak, Payable at Rohtak is submitted herewith.
8. Earnest Money Deposit for an amount of Rs. _____ (Rupees _____) in the form of a online receipt.
_____ issued by _____ (name of Bank).
9. Following documents are submitted herewith
 - i. Document Checklist
 - ii. Form 'A' – Structure & Organisation of Bidder (with supporting documents)
 - iii. Form 'B' – Financial Information (with supporting documents)
 - iv. Form 'C' – Banker's Certificate: DELETED
 - v. Form 'D' – Details of similar works completed (with supporting documents)
 - vi. Form 'E' – Details of similar works in hand (with supporting documents)
 - vii. Form 'F' - Performance reports of works
 - viii. Form 'G' – Details of Technical & Administrative Personnel
 - ix. Form 'H' – Details of Plant & Equipment
 - x. Affidavit
 - xi. Pledge of Compliance
 - xii. Integrity Pact and Integrity Agreement
 - xiii. Online Earnest Money Deposit slip.
 - xiv. Online Tender Document Slip Fee
 - xv. Online submission of Copy of the Tender document, duly signed on each page by authorized signatory.

NOTE: Strikeout Which is no applicable.

Seal of Bidder:

Date of Submission:

Signature of Bidder

CHECKLIST OF SUBMISSIONS Online (Which is applicable)**NOTE: Strikeout Which is not applicable**

No.	Document Name	Yes/No	Remarks
1	Letter of Transmittal		--
2	Form 'A' - Structure & Organisation of Bidder		
	<i>Supporting documents (attach copies)</i>		
	<ul style="list-style-type: none"> Certificate of Incorporation, Certificate of Commencement of Business 		To be certified by Self
	<ul style="list-style-type: none"> Partnership Deed/Memorandum & Articles of Association 		-do-
	<ul style="list-style-type: none"> Certificate of Registration with Government Departments 		-do-
	<ul style="list-style-type: none"> Income Tax PAN Card 		-do-
	<ul style="list-style-type: none"> Registration with EPF & ESIC 		--
3	Form 'B' - Financial Information		To be certified by Self
	<i>Supporting documents (for last 3 financial years)</i>		
	<ul style="list-style-type: none"> Audited Profit & Loss Account Statement 		To be certified by Self
	<ul style="list-style-type: none"> Audited Balance Sheet 		-do-
	<ul style="list-style-type: none"> Income Tax Return 		--
	<ul style="list-style-type: none"> Form 'C' - Solvency Certificate: 		DELETED
4	Form 'D' – Details of similar works completed		To be certified by Self
5	Form 'E' - Details of similar works in hand		-do-
6	Form 'F' – Performance reports of works (for each work in Form 'D')		--
7	Form 'G' – Details of Plant & Equipment		-do-
8	Form H Affidavit		To be notarised
9	Pledge of compliance		-do-
10	Integrity Pact and Integrity Agreement		--
11	Copy of the Tender document, duly signed on each page by authorized signatory		--
12.	Bid security declaration as per enclosed format in GCC at Page No.125		
<ol style="list-style-type: none"> <u>All the above documents will have to be arranged serially, duly page numbered.</u> <u>All pages will have to be initialed by the Authorised Signatory of the Bidder, duly stamped with the seal of the Bidder</u> 			

Documents to be Uploaded Online

Sl. No.	Document Name	Confirm Submission Yes/No	Remarks
1	Form 'C' –Bankers' certificate	DELETED	
2	Online Processing Fee (Non-refundable) of Rs 5,900/- (Rupees Five Thousand Nine Hundred only)		
3	Online Slip towards Earnest Money Deposit		

FORM 'A'**STRUCTURE & ORGANISATION**

1	Name & complete address of the Bidder	
2	Telephone no./Telex no./Fax no.	
3	Legal status of the Bidder (attach certified copies of original document defining the legal status)	(a) A proprietary firm (b) A firm in partnership (c) A limited company or Corporation
4	Details of incorporation/commencement of Business	
5	Date of commencement of business	
6	Income Tax Permanent Account No (PAN)	
7	Particulars of registration with various Government Bodies for Construction Works (submit proof, duly attested by Bidder)	
8	Names and designation of Directors & Partners	
9	Name and designation of Authorised Signatory authorized to act for the organization.	
10	Was the Bidder ever required to suspend construction for a period of more than six months continuously after he commenced the construction? If so, give the name of the project and reasons of suspension of work.	
11	Has the Bidder, 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.	
12	Has the Bidder, 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.	
13	Has the Bidder or any constituent partner in case of partnership firm, ever been convicted by a court of law? if so, give details.	
14	In which field of Civil Engineering Construction, the Bidder has specialization and interest?	
15	Any other information considered necessary related to the Tender that has not been included above.	
16	Name and address particulars of Chartered Accountant/Statutory Auditor verifying the financial information	
17	Name and Complete Address particulars of the Bidder's Bankers	

Date:

Signature of the Bidder/

Authorised Signatory

Seal of Bidder:

FORM 'B'
FINANCIAL INFORMATION

Name of the Bidder

A) Bankers Details		
a)	Name of Bank	
b)	Address	
c)	City	
d)	Pin Code	
Details of contact person for verification of particulars		
a)	Name & Designation	
b)	Phone Nos. with STD Code	
c)	E-mail Ids	
d)	Fax No.	
B) Details of Chartered Accountant/Financial Auditors		
a)	Name of Firm/CA	
b)	Address	
c)	City	
d)	Pin Code	
Details of contact person for verification of particulars		
a)	Name & Designation	
b)	Phone Nos. with STD Code	
c)	E-mail Ids	
d)	Fax No.	

- I. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last three years duly certified by the Statutory Auditor.

Fig. in Rs lakhs

Sl. No.	Particulars	Financial Year			
		2021-22	2022-23	2023-24	Average annual turnover
	Mention whether records are audited	Yes/No	Yes/No	Yes/No	
1.	Gross Annual turnover on construction of Building works or Repairing & maintenance of Building.				

2.	Profit (+) / Loss (-)				
----	-----------------------	--	--	--	--

3	Financial Position						
	a. Cash						
	b. Current Assets						
	c. Current Liabilities						
	d. Working Capital (b-c)						
	e. Net worth						
4.	Whether Audited	Yes/No					

II. Income Tax Return for the last three years (to be attached)

III. Solvency Certificate from Bankers of Bidder in the prescribed Form 'C' issued after date of issue of these Tender documents. (to be enclosed in a separate sealed envelope)

Date:

Signature of the Bidder/
Authorised Signatory

Seal of Bidder:

Signature of Statutory Auditor/
Chartered Accountant with Seal

FORM 'C'

FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

DELETED

FORM 'D'

- a) **DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LASTSEVEN YEARS ENDING INITIAL STIPULATED LAST DATE OF SUBMISSION OF TENDERS AS PER NIT.**

Sl. No.	Name of work/project and location	Owner or sponsoring organization	Cost of work in crores of rupees (as per award letter)	Final cost at completion	Date of commencement as per contract	Actual date of commencement	Stipulated date of completion	Actual date of completion	Litigation / arbitration cases pending / in progress with details*	Name and address / telephone number of officer to whom reference may be	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Note: Please attach attested copies of relevant Document/PO/Complete certificate etc

* Including gross amount claimed and amount awarded by the Arbitrator.

Date:

Signature of the Bidder/
Authorised Signatory

Seal of Bidder:

Signature of Statutory Auditor/
Chartered Accountant with Seal

FORM 'E'**PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS "D" & "E"**

1. Name of work/project & location
2. Name and address of the authority under whom the works executed:
3. Agreement No.
4. Estimated cost
5. Tendered cost
6. Gross amount of the work completed
7. Date of start
8. Date of completion
 - (i) Stipulated date of completion
 - (ii) Actual date of completion
9. Amount of compensation levied for delayed completion, if any.
10. Amount of reduced rate items, if any
11.
 - i) Did the contractor go for arbitration
 - ii) If yes, total amount of claim
 - iii) Total amount awarded
12. Performance report

(1) Quality of work	Very Good/Good/Fair/Poor
(2) Financial soundness	Very Good/Good/Fair/Poor
(3) Technical Proficiency	Very Good/Good/Fair/Poor
(4) Resourcefulness	Very Good/Good/Fair/Poor
(5) General Behaviour	Very Good/Good/Fair/Poor

Dated:

Executive Engineer or Equivalent

FORM ‘F’

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

S.No.	Name	Designation	Regular /Part- time	Quali- ficati- on	Experience in years		Roles &Resp- onsibili- ties	Project sinvolv- ing	Deploy- ment (part- time/F- ull- time)
					Total	In present compan- y			

Date:

Signature of the Bidder/
Authorised Signatory

Seal of Bidder:

Signature of Statutory
Auditor/ Chartered Accountant
with Seal

FORM "G"

T&P : As per requirement of Work.

FORM -H
(TO BE SWORN ON A NON-JUDICIAL STAMP PAPER OF Rs.100/-)

AFFIDAVIT

*I/we authorized signatory of..... (Mention name of firm/company and its complete address)do hereby solemnly affirm and declare as under: -

1. That *I/we.....*am/are registered as (mention name of *firm/company) vide registration No..... under the provisions of (mention the name of the Act).
2. That*I/we.....have applied in response to the Tender Documents for Civil Buildings Maintenance Work for Permanent Campus of Indian Institute of Management, Rohtak at Sunaria Rohtak.
3. That the above-named Bidder is eligible to submit the aforesaid Application, as neither the bidder nor any of its constituents have been barred by the Central Government and/or any State Government in India at any time prior to the date of submitting this affidavit.
4. That the above-named Bidder during the last three years has neither failed to perform on any Agreement nor was expelled from any project or Agreement nor any Agreement was terminated for any breach by the bidder.
5. That the above-named Bidder has not been blacklisted by any State/Central Government Department/Autonomous Bodies or PSU.
6. That the above-named Bidder is not in default of payment of statutory dues (other than disputes being contested by the Bidder).
7. That the above-named Bidder confirms that eligible similar work(s) have not been got executed through another contractor on back-to-back basis.
8. That the above-named Bidder confirms and agrees that, if any such violation comes to the notice of Indian Institute of Management, Rohtak ("Owner") in the future, then the Owner shall be at liberty to initiate appropriate penal and legal action against the Tenderer and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

DEPONENT

VERIFICATION

*I/we..... the above-named deponent do hereby verify that the contents of the aforesaid paragraphs 1 to 8 are true and correct to the best of*my/our knowledge and belief and nothing is concealed therefrom.

Verified atthisday of

DEPONENT

* Strike out whichever is not applicable.

Chief Engineer
Indian Institute of Management Rohtak

Pledge of Compliance

(To be given by the authorized signatory of the Bidder)

Name:

Designation:

Date:

DECLARATION

I,(name & designation with company name), acting on behalf of(company name & address), which is an bidder for the Application for Civil Buildings Repairing & Maintenance work ((DLP + 2 Yrs Maintenance) for Permanent Campus of Indian Institute of Management, Rohtak at Sunaria Village, Rohtak hereby undertake that my Firm/company is fully conscious that if my Firm/company is selected for providing the services to IIM Rohtak, at NO point of time my Firm/company or its officials performing any responsibility on its behalf, or any associates sub-hired by us for executing any activity in the part of the project assigned to us, shall consciously or callously do anything to delay, obstruct or stall the progress of the project or any activities, decisions or actions related to the project, nor shall it refuse to cooperate or comply with any provisions of the Agreement or with any instructions issued by IIM Rohtak, including its authorized representatives, officials, PM/PMC and/or MPD (Project Architect) for the stated or unstated reason that IIM Rohtak's position, approach or assessment related to any elements or aspects of the Project is at variance with the position, approach or assessment of my company or its officials.

It is further undertaken that in the event of any breach of the above undertaking during the entire period of project implementation assigned to my Firm/company, the full responsibility of any losses incurred by IIM Rohtak, including financial, time or reputation losses, as assessed by IIM Rohtak, shall lie with my company and its officials and my company shall fully compensate IIM Rohtak for all such losses without resort to conciliation or arbitration processes.

Date:

Signature of the Bidder/
Authorised Signatory

Seal of Bidder:

Signature of Statutory
Auditor/ Chartered Accountant
with Seal

INTEGRITY PACT

To,
Director,
Indian Institute of Management,
Rohtak

Subject: **Civil Buildings Maintenance Work (DLP + 2 Yrs Maintenance) for Permanent Campus of Indian Institute of Management, Rohtak at Sunaria Rohtak.**

Dear Sir,

I/We acknowledge that Indian Institute of Management Rohtak (IIM Rohtak) is committed to following the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE APPLICATION SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement, in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come in to existence when tender/bid is finally accepted by IIM-R. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IIM-R shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

Seal of bidder
Date:

Signature(s) of Bidder(s)
Name and Address

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of
20.....

BETWEEN

IIM Rohtak represented through its Director,
(Herein after referred as the 'Principal/Owner', which expression shall unless repugnant to
the meaning or context hereof includes its successors and permitted assigns)

AND

.....
through (Herein after referred to as the
"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context
hereof include its successors and permitted assigns)

Preamble

WHERE AS the Principal/Owner has floated the Tender (NIT No)
(Hereinafter referred to as "Tender/Bid") and intends to award, under laid down
organizational procedure, contract for
..... (name of the work)
hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the
land, rules, regulations, economic use of resources and of fairness/transparency in its relation
with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into
this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and
conditions of which shall also be read as integral part and parcel of the Tender/Bid
documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the
parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent
corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her

family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IIM Rohtak all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and through out the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary

contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use in properly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any of her intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged document sign or deceptively induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Institute interests.
 - 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under

law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anti corruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

- 3) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIM - R.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Institute i.e. Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of

this Pact remains valid. In this case, the parties will strive to come to an agreement to their original in tensions.

- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this IntegrityPact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.....
(Signature, name and address)

2.
(Signature, name and address)

Place:

Dated:

(To be executed by and between the Owner and the successful tenderer)

FORMAT OF AGREEMENT

This agreement is executed at _____ (place of execution) on the _____ day of _____, 2025 BETWEEN _____, which expression shall mean and include its successors and assigns (name and address of the Owner) ("Owner") of the FIRSTPART AND _____, (name and address of the successful tenderer) ("Contractor") of the SECONDPART.

The Owner and the Contractor shall be individually referred to as the "Party" and collectively referred to as the "Parties"

WHEREAS IIM Rohtak (the Owner) is desirous of developing a permanent campus and invited tenders by issuing Notice Inviting Tender ("Tender") for selection of a contractor for constructing the said campus. The Contractor has submitted its bid pursuant to the issuing of the Tender by the Owner.

WHEREAS the details of the work proposed to be executed by the Contractor is more particularly specified in the Tender (name and identification number of Contract) ("Works") and the Owner has accepted the Tender submitted by the Contractor for the execution and completion of the Works and the remedying of any defects therein, at a contract price of Rs. (Rupees _____ (in words))

WHEREAS the Owner has now desirous of laying down the terms and conditions governing the execution of the Works and has therefore, requested the Contractor to execute the present Agreement.

NOW THIS AGREEMENT WITNESSETH as:

1. In this Agreement, words and expressions shall carry the same meanings as are ascribed to them in the Conditions of Contract as more particularly mentioned in the Tender. The Parties agree that the Tender shall form an integral part of this Agreement and shall be read and construed accordingly.
2. In consideration of the payments to be made by IIM Rohtak (the Owner) to the Contractor as the consideration for execution of the Works ("Consideration"), the Contractor hereby covenants with IIM Rohtak (the Owner) to execute and complete the Works and remedy the defects therein in conformity in all aspects with the provisions of the Tender and this Agreement.
3. The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and in the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Tender and this Agreement at the times and in the manner prescribed under the Tender.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement:

- i) Notice Inviting Tender
- ii) Contractor's Application and documents submitted for Selection
- iii) Letter of Acceptance;
- iv) Notice to proceed with the Works;
- v) Contractor's Tender;
- vi) Contract Data;
- vii) Conditions of Contract (including Special Conditions of Contract);
- viii) Specifications;
- ix) Drawings;
- x) Bill of Quantities; and
- xi) Any other documents listed in the Contract Data as forming part of the Contract.

In witness whereof the Parties have caused this Agreement to be executed on the day and year first written above.

The Common Seal of

was hereunto affixed in the presence of:

Signed Sealed and Delivered by the said

Binding Signature of Owner

Binding Signature of Contractor

in the presence of

Chief Engineer
Indian Institute of Management Rohtak

FORM – 8**IIMR****TENDER**

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work **Civil Building Maintenance work (DLP+2 Yrs Maintenance) for Permanent Campus of Indian Institute of Management, Rohtak at Sunaria Rohtak** I/We hereby tender for the execution of the work specified for Director, Indian Institute of Management Rohtak, within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 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 respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for ninety (90) days from the date of opening of bid and not to make any modification in its terms and conditions.

A sum of Rs. _____/- is hereby forwarded in demand draft/bank guarantee issued by a scheduled bank as earnest money. If I/We fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Director, Indian Institute of Management Rohtak or his successors representatives, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Director Indian Institute of Management Rohtak or the successors representatives in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said the performance guarantee absolutely. The said performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the General Conditions of Contract. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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.

Dated:.....**

Signature of Contractor**

Witness:**

Address:**

Postal Address**

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned here under) is accepted by me for an on behalf of the Indian Institute of Management Rohtak for a sum of Rs.....(Rupees.....).

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

- (a) *
- (b) *
- (c) *

For & on behalf of Indian Institute
of Management Rohtak

Signature

Designation

Dated:

Chief Engineer
Indian Institute of Management Rohtak

PROFORMA OF SCHEDULES**SCHEDULE 'A'**

Schedule of quantities for Civil work has been attached separately

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
NIL				

SCHEDULE 'C'

Tools and plants to be hired to the contractor

S. No.	Description	Hire charges per day	Place of Issue
NIL			

SCHEDULE 'D'

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

- a. Special Conditions of Contract
- b. Particular Specifications
- c. Guarantee Certificate

SCHEDULE 'E'

Reference to General Conditions of Contract: General Conditions of Contract

Name of work	Civil Building Repairing & Maintenance Work for Permanent Campus of Indian Institute of Management, Rohtak at Sunaria Rohtak.
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ESTIMATED COST OF WORK

I.	Civil Components	Rs. 6,33,14,251.00(Including GST)
II.	Earnest Money	Rs. 12,66,285.00/-

I.	Performance Guarantee	5% of tendered amount
II.	Security Deposit	5% of tendered value

SCHEDULE 'F' (GENERAL RULES & DIRECTIONS)

OFFICER INVITING TENDER: Director, Indian Institute of Management, Rohtak

Definitions:

1.	Engineer-in-Charge	Chief Engineer, Indian Institute of Management, Rohtak OR As Authorised by Competent Authority.
2.	Accepting Authority	Director, Indian Institute of Management, Rohtak or Successor thereof.
3.	Percentage on cost of materials and Labour cover all to overheads and profits	15%
4.	Standard Schedule of Rates	DSR' 2023 (Civil) read along with correction slips/amendments and DSR-2023 .
5.	Department	Indian Institute of Management Rohtak
6.	Contract Form	Form 8, General Conditions of Contract

Clause 1

1.	Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	15 (Fifteen) days
2.	Maximum allowable extension beyond the period provided in (i) above with approval of E-I-C.	15 (Fifteen) days with late fee @ 0.1% per day of the PG amount.

Clause 2

Authority for fixing compensation under clause 2	Director, Indian Institute of Management Rohtak or successor thereof.
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Buildings of the project for which separate period of completion shall apply

Sl No	Name of Building	Time allowed for completion from the date of start of the project
1	Civil Buildings Repairing & Maintenance work	09 (Nine) Months

Clause 2A

Whether Clause 2A shall be applicable	No
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Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start	15 (Fifteen) days or date of handing over of site whichever is later.
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Mile stones for Civil works

S. No	Description of Milestone (Physical)	Time allowed in months (from date of start)	Amount to be with-held in case of non achievement of mile stone
Sl. No.	<i>Financial Progress</i>		
1	<i>1/8th of accepted value</i>	<i>1/4th of completion period</i>	1% of tender value
2	<i>3/8th of accepted value</i>	<i>1/2th of completion period</i>	1% of Tender value
3	<i>3/4th of accepted value</i>	<i>3/4th of completion period</i>	1% of Tender value
4	<i>Full</i>	<i>Full</i>	

Time allowed for execution of work **09 (Nine) Months**

Authority to decide:

(i)	Extension of time :-	Director, Indian Institute of Management Rohtak or successor thereof.
(ii)	Rescheduling of mile stones :-	Director, Indian Institute of Management Rohtak or successor thereof.
(iii)	Shifting of date of start in case of delay in handing over of site:	Director, Indian Institute of Management Rohtak or successor thereof.

Clause 6, 6A

Clause applicable - (6 or 6A)	6A
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Clause 7

Gross work to be done together
With net payment/adjustment of advances
for material collected, if any, since the last such
payment for being eligible to interim payment

Rs. 60 Lac. for (Civil work)

Clause 10A

List of testing equipment to be provided by the contractor at site lab as per [TABLE-1] of Annexure-I attached.

Clause 10B - NA

Whether Clause 10 B (i) shall be applicable	No
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Whether Clause 10 B (iii) shall be applicable	No
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Clause 10C

Component of labour expressed as percent of value of work	Non-Applicable
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Clause 10CA: - Not Applicable**Clause 10CC: - Not Applicable****Clause 11**

Specifications to be followed for execution of work	CPWD Specifications 2019 volume- I & II read along with correction slips/amendments issued upto 31.12.2023 and CPWD latest specification for Electrical works
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Clause 12

Type of work	: Repairing & maintenance.
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2, 12.3	: Please refer below

12.2. 12.3	Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work	25% (Twenty-five percent) 25% (Twenty five percent)
12.5	i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work.	100% (One Hundred percent)

Clause 16

Competent Authority for deciding reduced rates.	Director, Indian Institute of Management Rohtak or successor thereof.
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Clause 17

Defect liability period – One year plus further 2-year Maintenance at no extra cost payment.

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site: -Cement Concrete Mixer- 02 no., Surface Vibrator-02 no., Pin/needle vibrator-04 no., Weigh Batcher Cement Concrete Mixer- 01 no.

The above list is only indicative and not exhaustive and the contractor may be required to mobilise additional Tools & Plants as per requirement.

Clause 25: Constitution of Dispute Redressal Committee: -

The Dispute Redressal Committee shall be constituted by Director, Indian Institute of Management Rohtak, if required and deemed necessary.

Clause 36 (i)

Requirement of Technical Representative(s) and Recovery Rates

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical /Technical Representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36 (i)	
						Figures (in Rs.)	Words
1.	Project Manager with degree / diploma In Civil Engineering	Civil	Principle Technical Representative	Degree 05 Yrs / Diploma 07 Yrs	1 no.	60,000/-	(Rupees sixty thousand only) per Month
2.	Graduate Engineer or Diploma Engineer	Civil	Project/Site Engineer	Degree 03 Yrs / Diploma 05 Yrs	2 nos.	40,000/-	(Rupees Forty Thousand only) Per Month

Clause 42

(i)	(a)	Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates	DSR 2023 with read along with up to date correction
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Whether Clause 46.10- Details of temporary accommodation including number of rooms and their sizes as well as furniture to be made available by the Contractor: NA

Whether Clause 46.11.1A

Yes

Whether Clause 46.16 – Court Jurisdiction

Rohtak/Chandigarh

Clause 47.2.1

Sum for which Third Party Insurance to be obtained:

Rs. 10 lakhs per occurrence with the number of occurrences limited to 4.

Clause 55

Whether clause 55 shall be applicable.

No

ANNEXURE – IBRIEF PARTICULARS OF THE WORK

1. Salient details of the work for which bids are invited are asunder:

Name of work	:	Civil Buildings Repairing & Maintenance Work (DLP + 2 Year) for Permanent Campus of Indian Institute of Management, Rohtak at Sunaria Rohtak .		
Composite Estimated Cost	:	For Civil Components	=	Rs. 6,33,14,251.00
		Total Amount (Including GST)	=	Rs. 6,33,14,251.00
Period of Completion	:	09 (Months).		
Defect Liability/Maintenance		One year after completion plus further 2 years.		

2. The site is situated at Sunaria Village, NH-10 Southern Bye Pass, Rohtak (Haryana)
3. The proposed work shall consist of **Civil Buildings Repairing & Maintenance Work (DLP + 2Year) for Permanent Campus of Indian Institute of Management, Rohtak at Sunaria Rohtak.**
4. **Scope of work.** It generally includes repair and maintenance of G+2, G+4 buildings, administrative, academic, library, Active center and residential blocks etc. It includes wall cladding and tiling of pathways here and there etc. **It also includes Manitenance of further 2 (two) years after delect liability period of one year.**

Chief Engineer
Indian Institute of Management Rohtak

PART-A
GENERAL CONDITIONS OF
CONTRACT

CONDITIONS OF CONTRACT

Name of work: **Civil Building Maintenance Work (DLP + 2Year) for Permanent Campus of Indian Institute of Management, Rohtak at Sunaria Rohtak.**



INDIAN INSTITUTE OF MANAGEMENT ROHTAK
Sunaria Village, Rohtak – 124001, (Haryana)
Phone: 01262-228551

GENERAL RULES & DIRECTIONS

1. All work proposed for execution for contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in News papers as the case maybe.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance Guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, design and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner the reoforin 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.
3. 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 tenders 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.
4. Application for Item Rate Tender only

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. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. 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 considering more than fifty paise as rupee one.

In case the lowest tendered amount (worked out on the basis of quoted rate of

individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all subsections/sub head should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of _____ & the lowest contractors those have quoted equal amount of their tenders.

In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated as invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.

In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractor.

Contractors, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the re-tendering process of the work.

4A Applicable for Percentage Rate Tender only

In case of Percentage Rate Tenders, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if:

1. The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.
2. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.
3. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender.

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. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

- 4B. In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such contractors refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of _____ and the lowest contractors those have quoted equal amount of their tenders.

In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.

Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

5. The officer inviting tender or his duly authorized assistant will open tenders in the presence of any 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 shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-I. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.
6. 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.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be

considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.

8. The memorandum of work tendered for and the schedule of materials to be supplied by the department 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.
9. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.
- 9A. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.
10. 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 proved 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 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 item(s) will be considered as zero and work will be required to be executed accordingly. (Applicable for Item Rate Tender only).
- 10A. In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractors in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.
11. 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.

12. 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 'Paissa' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to 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. (Applicable for Item Rate Tender only).
- 12A. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. 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 'Paissa' should be written at the end. (Applicable for Item Rate Tender only).
13. (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five percentage) of the tendered amount within the period specified in Schedule F. The guarantee This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at call receipt of any 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 Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.
- (ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the 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 deposited 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 Government 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.
14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Institutes shall be communicated in writing to the Institute.

15. GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Institute shall not entertain any claim whatsoever in this respect except as provided under Clause 38.
16. The contractor shall give a list of Institute's employees related to him.
17. The tender for the work shall not be witnessed by a contractor or 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, tender so the contractors tendering, as well as witnessing the tender, liable to summary rejection.
18. 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 etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.

19. The contractor shall submit list of works which are in hand (progress) in the following form:

Name of work	Name and particulars of Divn. Where work is being executed	Value of work	Position of works in progress	Remarks

20. 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 Institute, 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.

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 of IIM Rohtak 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 Institute. 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 to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - (ii) **Site** shall mean the land or other place 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) **Contractor** shall mean the individual, firm or company, whether 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) **Director** means the Director, Indian Institute of Management Rohtak and his successors.
 - (v) **IIM Rohtak** means Indian Institute of Management Rohtak through Director or its assignees and successors or any other official/agency assigned by the Institute.
 - (vi) **Government** shall mean the Government of India or Government of Haryana, as the case may be.
 - (vii) **Accepting Authority** shall mean the Director, IIM Rohtak.
 - (viii) **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 Government, 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.

- (ix) **Market Rate** shall be the rate as decided by IIM Rohtak on the basis of the cost of materials and labour at the site where the work is to be executed plus the provisions to cover, all overheads and profits.
- (x) **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.
- (xi) **Institute** means Indian Institute of Management Rohtak which invites tenders on behalf of Director, IIM Rohtak.
- (xii) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.
- (xiii) **Tendered value** means the value of the entire work as stipulated in the letter of award.
- (xiv) **Date of commencement of work:** The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

Scope and Performance

3. 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.

Works to be carried out

6. 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 for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule-A) 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 recognized principles.

Sufficiency of Tender

7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices 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.

Discrepancies and Adjustment of Errors

8. 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 In the case of discrepancy between the Schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed: -
- (i) Description of Schedule of Quantities.
 - (ii) Particular Specification and Special Conditions, if any.
 - (iii) Drawings
 - (iv) CPWD Specifications 2019
 - (v) Indian Standard Specifications of B.I.S.
- 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom 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.

Signing of Contract

9. 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: -
- (i) the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading there to.
 - (ii) Standard Form as mentioned in Schedule 'F' consisting of:
 - (a) Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexures there to.
 - (b) Safety Code.
 - (c) Model Rules for the protection of health, sanitary arrangements for workers

- employed by Institute or its contractors.
 - (d) Contractor's Labour Regulations.
 - (e) List of Acts and omissions for which fines can be imposed.
- (iii) No payment for the work done will be made unless contract is signed by the contractor.

Chief Engineer
Indian Institute of Management Rohtak

CLAUSES OF CONTRACT

CLAUSE 1

Performance Guarantee

- (i) The contractor whose tender is accepted 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 with standing 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 Institute up to a maximum period as specified in Schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of Institute. This guarantee shall be in the form of Demand Draft of any scheduled bank/Pay Order of any scheduled bank 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 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 Institute to make good the deficit. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule F including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
- (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets extended, 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 Engineer-in-charge/ competent authority, the Performance Guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services /any other work after construction of same building and services / other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.
- (iii) 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 5% (five percent) of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 5% (Five percent) 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 Government 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 DD or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks 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 so deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lacs subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lacs. Provided further that the validity of bank guarantee shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

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 contractor 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 rates stipulated below as the authority specified in schedule 'F' (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

- | | |
|---------------------------------------|---|
| (i) Compensation
for delay of work | @ 1.5 % per month of delay
to be computed on per day basis |
|---------------------------------------|---|

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 or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

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. With-holding 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 work on the subsequent milestone(s), the withheld amount shall be released based on the decision of the Institute. 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.

The completion period of the entire work shall be as stipulated in Schedule F. The time limit specified above and as approved in writing by Institute shall be strictly adhered to and followed. Liquidated Damages will be applicable, item wise and against item wise time schedules. Accordingly, the Damages will be based on the value of the Item for which delay has occurred. In case of delay, the penalty shall be recoverable from the Security Deposit provided by the Contractor and if the Security Deposit is not sufficient, then from the Performance Bank Guarantee or any sum payable to the Contractor under this Contract with the IIM Rohtak.

CLAUSE 2A DELETED

Incentive for early completion

In case, the contractor completes the work ahead of updated stipulated date of completion considering the effect of extra work (to be calculated on pro-rata basis as cost of extra work X

stipulated period / tendered cost), a bonus @ 1% (one per cent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in 'Schedule F'. However, the quality of work completed shall be an important criterion before finalization of incentive, if any.

CLAUSE 3

When Contract can be Determined

Subject to other provisions contained in this clause, Institute may, without prejudice to its 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 Institute 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 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 Institute (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 Institute.
- (iii) 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 Institute.
- (iv) 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 Institute.
- (v) If the contractor shall offer or give or agree to give to any person in Institute's 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.

- (vi) If the contractor shall enter into a contract with Institute in connection with which commission has been paid or agreed to be 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 Institute.
- (vii) If the contractor shall obtain a contract with Institute as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity pact.
- (viii) If the contractor being an individual, or if a firm, any partner there of 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.
- (ix) 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
- (x) 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.
- (xi) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xii) If the contractor 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 Institute.

When the contractor has made himself liable for action under any of the cases aforesaid, the Accepting Authority on behalf of Institute shall have powers:

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of Institute shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and 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 or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined 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 Institute, 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 Institute 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 for completion of work or one month whichever is higher, either party may close the contract. In case contractor wants to close the contract, he shall give notice to the department stating the failure on the part of department. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits, but no payment on account of interest, loss of profit or damages etc. shall be payable at all:

- | | | |
|--|---|---------|
| (i) If the Tendered value of work is upto Rs.45.00 lacs | : | 15 days |
| (ii) If the Tendered value of work is more than 45.00 and upto Rs. 2.50 Crore: | : | 21 days |
| (iii) If the Tendered value of work exceeds Rs.2.50 crore | : | 30days |

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 Institute by Clause-3 thereof, shall have become exercisable and the same are not exercised, then on-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not with standing 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 Institute 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 Institute which shall be final and binding on the contractor) use a sum hire (the amount of the hire money being also in the final determination of Institute) 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 Institute, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized 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, Institutemay 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 Institute as to the expenses of any such removal and the amount of the proceeds and expenses of any suchsale shall be finaland conclusive against the contractor.

CLAUSE 5

Time and Extension for Delay

The time allowed for execution of the Works as specified in the 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 schedule 'F' or from the date of handing over of the site which ever 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 Performance Guarantee absolutely.

5.1 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Institute. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the 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 Institute 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 the mile stones given in Schedule 'F'.

- a) Project Management shall be done by using project management software for works costing more than Rs. 5 Crore.
- b) The Project Management shall be done using M.S. Project software for work costing more than Rs. 5.00 Crore and upto Rs. 20.00 Crore.

PROGRAMME CHART

- (i) The Contractor shall prepare an integrated programme chart in MS Project / Primavera software for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and

machinery required for the fulfillment of the programme within the stipulated period or earlier and submit the same for approval to the Institute within ten days of award of the contract.

- (ii) The programme chart should include the following:
 - a) Descriptive note explaining sequence of the various activities.
 - b) Network (PERT/CPM/BARCHART).
 - c) Programme for procurement of materials by the contractor.
- (iii) If at any time, it appears to the Institute that the actual progress of work does not conform to the approved programme referred above or after rescheduling of milestone, the contractor shall produce a revised programme within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work. The modified schedule of programme shall be approved by the Institute.
- (iv) The submission for approval by the Institute of such programme or such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Institute to take action against the contractor as per terms and conditions of the agreement.
- (v) The contractor shall submit the progress report using MS Project /Primavera software with base line programme referred above for the work done during previous month to the Institute on or before 5th day of each month

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 trades men engaged by Institute in executing work not forming part of the Contract, or
- (vi) non-availability of stores, which are the responsibility of Institute to supply or
- (vii) non-availability or break down of tools and Plant to be supplied or supplied by Institute or
- (viii) any other cause which, in the absolute discretion of Institute 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 authority as indicated in Schedule 'F' but shall never the less use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of Institute to proceed with the works.

- 5.3 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing with in fourteen days of the happening of the event causing delay on the prescribed form to the authority as indicated in Schedule 'F'. 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 authority as indicated in Schedule 'F' may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 3 months or 4 weeks of the date of receipt of such request respectively. Non application by the contractor for extension of time/rescheduling of the milestones shall not be a bar for giving a fair and reasonable extension extension/rescheduling of the milestones by the authority as indicated in Schedule 'F' and this shall be binding on the contractor.

CLAUSE 6

Measurements of Work Done

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

All measurement 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 Institute or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by Institute and the contractor or their representatives 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 both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by Institute or his representative, Institute shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized 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 measurement, then such measurements recorded in his absence by Institute 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 not with standing 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 Institute or his authorized representative in charge 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 Institute or his authorized representative in charge 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 Institute'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.

Institute or his authorized representative may cause either themselves or through another representative 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 or 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 defect's liability period.

CLAUSE 6A

Computerized Measurement Book

Institute 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 by the contractor and compiled in the shape of the Computerized Measurement Book (MB) having pages of A-4 size as per the format of the Institute so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from Institute or his authorized representative as per interval or program fixed in consultation with Institute or his authorized representative. After the necessary corrections made by Institute, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to Institute for the dated signatures by Institute and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from Institute and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the Institute a computerized measurement book, duly bound, and with its page's machine numbered. Institute and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/testchecks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its page's machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the Institute. Thereafter, the MB shall be taken in the Institute records, and allotted a number as per the Register of Computerised MBs. This should be done before the corresponding bill is submitted to the Institute for payment. The contractor shall submit two spare copies of such computerized MBs for the purpose of reference and record by the various officers of the Institute.

The contractor shall also submit to the Institute separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its page smachine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Institute and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by Institute or his representative.

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 not with standing 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 Institute or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of Institute or his authorized representative in charge 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 checking and/or test checking measurements without such notice having been given or Institute'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.

Institute or his authorized representative may cause either themselves or through another representative to check the measurements recorded by contractor 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 checking and/or test checking the 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 defect's liability period.

CLAUSE 7

Payment on Intermediate Certificate to be Regarded as Advances

No payment shall be made for work, estimated to cost Rs. Twenty Thousand or less, till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty thousand, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Institute in triplicate on or before the date of every month fixed for the same by the Institute. 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. Twenty thousand in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Institute 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, Institute shall prepare or cause to be prepared such bills in which event no claim

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 Institute certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Institute. The amount admissible shall be paid by 20th working day after the day of presentation of the bill by the Contractor to the Institute together with the recovery/account of the material issued by the Institute and dismantled materials, if any.

Running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Institute in triplicate on or before the date of every month fixed for the same by IIM Rohtak. The contractor shall not be entitled to be paid any interim payment if the gross work done together with net payment/adjustment of advances, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. IIM Rohtak 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, IIM Rohtak 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 IIM Rohtak certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by IIM Rohtak. The amount admissible shall be paid by 20th working day after the day of presentation of the bill by the Contractor to IIM Rohtak together with the account of the material issued by the Institute, or dismantled materials, if any.

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 re-constructed or re-erected.

Any certificate given by IIM Rohtak 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 IIM Rohtak 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 Institute 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.

Each bill shall be accompanied by the following documents.

- Measurements and quantities of items of Work done since last bill.
- Physical Progress Report along with relevant Photographs.
- Copies of quality control tests in specified format covering the Work done since last bill.

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 Institute and within thirty days of the receipt of such notice, Institute 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 completely from all the places which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by Institute.

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 off dirt on or before the date fixed for the completion of work, Institute 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 realized by the sale thereof.

CLAUSE 8A

Contractor to Keep Site Clean

The contractor is required to keep site clean. When any repair or maintenance of works are carried out, the splashes and droppings from white washing, color 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 or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days' notice in writing to the

contractor.

CLAUSE 8B

Completion Plan to be submitted by the Contractor

The contractor shall submit completion plan within thirty days of the completion of the work.

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 a ceiling of Rs. 15,000 (Rs. Fifteen thousand only) as may be fixed by the Institute and in this respect the decision of the Institute shall be final and binding on the contractor.

The contractor shall submit completion plan for water, sewerage and drainage line plan within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, the department will get it done through other agency at his cost and actual expenses incurred plus Rs. 15,000/- for the same shall be recovered from 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 Institute whichever is earlier. No further claims shall be made by the contractor 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

Institute, will, as far as possible be made within the period specified hereinunder, the period being reckoned from the date of receipt of the bill by the Institute or his authorized Engineer/PMC, complete with account of materials issued by the Department and dismantled materials.

- | | | | |
|-------|--|---|----------|
| (i) | If the Tendered value of work is upto Rs.45.00 lacs | : | 2 months |
| (ii) | If the Tendered value of work is more than Rs.45.00 and upto Rs.2.50 Crore | : | 3 months |
| (iii) | If the Tendered value of work exceeds Rs.2.50 Crore | : | 6 |

months The final bill shall be accompanied by:

CLAUSE 10

Materials to be provided by the Contractor

The contractor shall, at his own expense, provide all materials, required for the works. The contractor shall, at his own expense and without delay, supply to Institute 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 Institute furnish proof, to the satisfaction of Institute that the materials so comply. Institute shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forth with arrange to supply to Institute for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of Institute 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 analyzed 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 Institute. 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 Institute 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 Institute and bear all charges and cost of testing unless specifically provided for otherwise else where in the contract or specifications. Institute or his authorized representative shall at all times have access to the works and to all 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.

Institute 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, Institute 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. Institute shall also have full powers to require other proper materials to be substituted thereof and in case of default, Institute may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.

CLAUSE 10 B**Secured Advance on Non-perishable Material**

- (i) The contractor, on signing an indenture in the form to be specified by the Institute, 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 Institute non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection there with 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 Institute provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Institute 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 10 CC***Payment due to increase/decrease in prices/wages after Receipt of Tender for Works***

This clause will be applicable only when so provided in **Schedule 'F'**.

If the prices of materials (not being materials supplied or services rendered at fixed prices by the Employer in accordance with Clauses 10 & 34 here of) and/or wages of labour required for execution of the work increase, the Contractor shall be compensated for such increase as per provisions detailed below and the amount of the Contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of Clause 5 of the contract without any action under Clause-2. However, for works executed during the justified period extended as above, the compensation as detailed below will be limited to the indices/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less. Such compensation for escalation in the prices of materials and labor, when due, shall be worked out based on the following provisions: -

- (i) The base date for working out such escalation shall be the last stipulated date of receipt of-

tenders including extension, if any.

- (ii) The cost of work on which the escalation will be payable shall be reckoned as below:

a) Gross value of work done upto this quarter	(A)
b) Gross value of work done upto the last quarter	(B)
c) Gross value of work done since previous quarter	$C=(A-B)$
d) Full assessed value of Secured Advance fresh paid in this quarter	(D)
e) Full assessed value of Secured Advance recovered in this quarter	(E)
f) Full assessed value of Secured Advance for which escalation is payable in this quarter	$F= (D - E)$
g) Advance payment made during this quarter :	(G)
h) Advance payment recovered during this quarter :	(H)
i) Advance payment for which escalation is payable in this Quarter	$I=(G-H)$
j) Extra Items, Substituted Items and Deviated Quantities paid as per Clause 12 based on prevailing market rates (plus increase in royalty paid under Clause 37 B during the quarter:	(J)
Then, $M = C + F + I - J$ $N = 0.85 M$	
k) Less cost of material supplied by the Employer as per Clause 10 and recovered during the quarter	(K)
l) Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter	(L)

Cost of work for which escalation is applicable:

$$W=N-(K+L)$$

- (iii) Components of cement, steel, materials, labour, POL, etc. shall be pre-determined for every work and incorporated in the conditions of Contract attached to the tender papers included in Schedule 'E'. The decision of the Engineer-in-Charge in working out such percentage shall be final and binding on the Contractors. The percentages stipulated for the different components in **Schedule 'E'** will continue to be applicable even if the percentages vary as per actual at the stage of execution of works.
- (iv) The compensation for escalation for cement, steel, materials, and POL shall be worked as per the formula given below:

a) Adjustment for component of 'Cement'

$$V_c = \frac{W}{100} \times \frac{X_c}{C_{Io}} \times \frac{C_{I} - C_{Io}}{C_{Io}}$$

V_c: Variation in cement cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W: Cost of work done, worked out as indicated in sub-para (ii) above.

Xc: Component of cement expressed as percent of the total value of work.

CI: Average of Monthly Wholesale Price Index for Ordinary Portland cement and Pozzolana cement for the period under consideration as published by the Economic Advisor to Govt. of India, Ministry of Commerce & Industry (2011-12) series.

Clo: Average of Monthly Wholesale Price index for Ordinary Portland cement and Pozzolana cement valid on the last stipulated date of receipt of tenders (including extension, if any) as published by the Economic Advisor to Govt. of India, Ministry of Commerce & Industry (2011-12) series.

b) Adjustment for component of 'Steel'

$$V_s = \frac{W \times X_s}{100} \times \frac{SI - SI_o}{SI_o}$$

Vs: Variation in steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W: Cost of work done, worked out as indicated in sub-para (ii) above.

Xs: Component of steel expressed in percent of the total value of work

SI: Average Monthly Wholesale Price Index for (i) Angles, Channels, Sections, Steel (coated/not), (ii) Mild Steel Flat Products, (iii) Hot Rolled Coils & Sheets and (iv) Cold Rolled Coils & Sheets for the period under consideration as published by the Economic Advisor to Govt. of India, Ministry of Commerce & Industry (2011-12) series.

SIo: Average Monthly Wholesale Price Index for (i) Angles, Channels, Sections, Steel (coated/not), (ii) Mild Steel Flat Products, (iii) Hot Rolled Coils & Sheets and (iv) Cold Rolled Coils & Sheets valid on the last stipulated date of receipt

of tenders (including extension, if any) as published by the Economic Advisor to Govt. of India, Ministry of Commerce & Industry (2011-12) series.

c) Adjustment for component of 'Materials'

$$VM = \frac{W \times X_M}{100} \times \frac{MI - MI_o}{MI_o}$$

100 Mlo

VM: Variation of material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W: Cost of work done, worked out as indicated in sub-para (ii) above.

Xm: Component of 'materials' expressed as percent of the total value of work.

MI: Monthly Wholesale Price Index (2011-12 series) for all commodities for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Commerce & Industry.

Mlo: Monthly Wholesale Price Index (2011-12 series) for all commodities valid on the last stipulated date of receipt of tender (including extension, if any) as published by Economic Advisor to Govt. of India, Ministry of Commerce & Industry.

d) Adjustment for Component of POL

$$VF = \frac{W \times Z}{100} \times \frac{FI - Flo}{Flo}$$

VF: Variation of cost of Fuel, Oil & Lubricant i.e. increase or decrease in the amount in rupees to be paid or recovered.

W: Cost of work done, worked out as indicated in sub-para (ii) above.

Z: Component of Fuel, Oil & Lubricant expressed as percent of the total value of work.

FI: Monthly Wholesale Price Index (2011-12 series) for High Speed Diesel for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Commerce & Industry, New Delhi.

Flo: Monthly Wholesale Price Index (2011-12 series) for High Speed Diesel valid on the last stipulated date of receipt of tender (including extension, if any) as published by Economic Advisor to Government of India, Ministry of Commerce & Industry.

- v) The following principles shall be followed while working out the indices mentioned in Para (iv) above-

The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months' interval. At the time of completion of work, the last period for payment might become less than 3 months, depending on the actual date of completion.

For the purpose of reckoning the work done during any period/quarter, the bills prepared during the period/quarter shall be considered. The date of submission of bill finally by the contractor to the Engineer in case of computerized MBs shall be the guiding factor to decide the bills relevant to any period/quarter. The date of completion as finally recorded by the competent authority in the MB shall be the criterion for the last quarter or fraction.

- (a) The index (CI, SI, MI, FI etc.) relevant to any quarter/ period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than three months, the index CI, SI, MI and FI shall be the average of the indices for the months falling within that period.

- vi) The compensation for escalation for labour shall be worked out as per the formula given below:

$$VL = \frac{W \times Y}{100} \times \frac{LI - LLo}{LLo}$$

VL: Variation in labour cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W: Cost of work done, worked out as indicated in sub-para (ii) of Clause 10 CC.

Y: Component of labour expressed as a percentage of the total value of the work.

Llo: Highest Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

LI: Highest Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration.

- vii) The following principles will be followed while working out the compensation as per sub-Para above.

(a) The minimum wage of an unskilled male mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India. Ministry of labour and that notified by the local administration both relevant to the place of work and the period of reckoning. It is not necessary that LIo and LI should be those notified by the same Body.

(b) The escalation for labour also shall be paid at the same quarterly intervals when escalation

due to increase in cost of materials and/or POL is paid under the clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters.

(c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this Contract and in this regard the formula hereinbefore stated under this Clause 10CC shall mutatis mutandis apply, provided that:

(a) No such adjustment for the decrease in the price of materials and/or wages of labour afore mentioned would be made in case of Contracts in which the Clause 10 CC is not applicable as indicated in **Schedule 'F'**.

(b) The Engineer-in-Charge shall otherwise have been titled to lay down the procedure by which the provisions of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final and binding on the Contractor.

(ix) The Contractor shall furnish the basic data, initially and periodically during the course of work about CI, CIo, SI, SIo, MI, MIo, FI, FIo, LI, LIo etc. required for computations under clause 10CC, along with copy of supporting documentary evidence.

CLAUSE 10 D

Dismantled Material to be 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 Institute.

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 the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by Institute.

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, tool 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.

The contractor shall have to produce and take an approval of the required shop drawings to execute the work from the client/PMC. Contractor has to plan a schedule in advance for the necessary Shop Drawing and has to submit to the Engineer-In-Charge or any other official designated to represent IIM Rohtak to get approval from Design Consultant if required for an approval of execution at-least fifteen days before the actual execution day.

CLAUSE 12

Deviations/Variations Extent and Pricing

Institute 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 Institute 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 here after 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 Institute.

Deviation, Extra Items and Pricing

12.2 A. For Project and Original Works:

In the case of Extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and Institute shall within prescribed time limit 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.

B. For Maintenance works including works of upgradation, aesthetic, special repair, addition / alteration:

In the case of Extra item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/ minus percentage above /below quoted contract amount.

Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

Deviation, Substituted Items, Pricing

A. For Project and Original Works:

In the case of Substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following 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).

B. For Maintenance works including works of upgradation, aesthetic, special repair, addition / alteration:

In the case of Substituted item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus /minus percentage above /below quoted contract amount.

Payment of Substitute in case of non-scheduled items (Non-DSR items) shall be made as per the prevailing market rate.

Deviation Deviated Quantities, Pricing

A. For Project and Original Works:

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, Institute shall within prescribed time limit of 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.

B. For Maintenance works including works of upgradation, aesthetic, special repair, addition /alteration:

In the case of contract items, which exceed the limits laid down in Schedule F, the contractor shall be paid rates specified in the schedule of quantities.

In prescribed time limits for finalizing rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items are as under:

- | | |
|--|----------|
| (i) If the Tendered value of work is upto Rs.45.00lacs | :30days |
| (ii) If the Tendered value of work is more than Rs.45.00 and upto Rs.2.50crore | :45days |
| (iii) If the Tendered value of work exceeds Rs.2.50crore | : 60days |

12.3 A. For Project and Original Works:

The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and Institute shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the

working question within one month of the expiry of the said period of fifteen days having regard to the market rates.

B. For Maintenance works including works of upgradation, aesthetic, special repair, addition / alternation:

In the case of decrease in the rates prevailing in the market of items for the work in excess of the limits laid down in Schedule F, the Institute shall after give notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

12.4 The contractor shall send to Institute once every three months, an up-to-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 Institute which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Accepting Authority may authorise consideration of such claims on merits.

12.5 For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:

- (i) For Buildings: All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.
- (ii) For abutments, piers and well staining: All works up to 1.2 m above the bed level.
- (iii) For retaining walls, wing walls, compound walls, chimneys, over head reservoirs/tanks and other elevated structures: All works upto 1.2 metres above the ground level.
- (iv) For reservoirs/tanks (other than overhead reservoirs/tanks): All works upto 1.2 metres above the ground level.
- (v) For basement: All works up to 1.2 m above ground level or upto floor 1 level whichever is lower.
- (vi) For Roads, all items of excavation and filling including treatment of subbase.

12.6 Any operation incidental to or necessarily has to be in contemplation of tenderer while filing 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, Institute 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 fore closure 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 Institute for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the fore closure;

- (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 storagetanks.
- (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. For materialstaken over or to be taken over by Institute, cost of such materials as detailed by Institute shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- (iii) If any materials supplied by Institute are rendered surplus, the same except normal wastage shall be returned by the contractor to Institute at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to Institute stores, if so required by Institute, shall bepaid.
- (iv) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T&P are not transported to either of the said places, no cost of transportation shall be payable.
- (v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by Institute, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by Institute as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, Institute shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Institute from the contractor under the terms of the contract.

A compensation for such eventuality, on account of damages etc. shall be payable @0.5% of cost of work remaining incomplete on date of closure i.e. total stipulated cost of the work less the cost of work actually executed under the contract shall be payable.

CLAUSE 14

Carrying out part work at risk & cost of contractor

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from Institute; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by Institute; or
- (iii) Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by Institute.

Institute without invoking action under Clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Institute, by a notice in writing to take the part work/part incomplete work of any item(s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) Carry out the part work/part incomplete work of any item(s) by any means at the risk and cost of the contractor.

Institute shall determine the amount, if any, is recoverable from the contractor for completion of the part work/part incomplete work of any item(s) taken out of his hands and

execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Institute because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of Institute as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Institute are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Institute in completing the part work/part incomplete work of any item(s) or the excess loss of 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 or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, Institute shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site, etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by Institute, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

CLAUSE 15

Suspension of work

- (i) The contractor shall, on receipt of the order in writing of Institute, (whose Suspension of 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 Institute 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;
 - (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 Institute.

- (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 Institute 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 Institute 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 Institute 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 Institute requiring permission within fifteen days from receipt by Institute 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 Institute or where it affects whole of the works, as an abandonment of the works by Institute, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to Institute. In the event of the contractor treating the suspension as an abandonment of the contract by 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 Institute 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 Institute within 30 days of the expiry of the period of 3 months.

CLAUSE 15A

The contractor shall not be entitled to claim any compensation from Institute for the loss suffered by him on account of delay by Institute in the supply of materials in schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, force majeure including non-allotment of such materials by controlling authorities, Act of God, Acts of enemies of the State/country or any reasonable cause beyond the control of the Institute.

This Clause 15A will not be applicable for works where no material is stipulated.

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 Institute, his authorized subordinates in charge of the work and all the superior officers, or any organization engaged by the Institute for Quality Assurance and of 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 appears to Institute or to the officers of the organization engaged by the Institute for Quality Assurance or to 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 the contractor 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 twelve months of the completion of the work from Institute 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 Institute 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 Institute may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' 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 Institute 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, roadkerb, 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 or if any defect, shrinkage or other faults appear in the work within twelve months after a certificate, final or otherwise of its completion shall have been given by Institute 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 at his own expense or in default Institute cause the same to be made 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.

Provided that in the case of road work, if in the opinion of Institute, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

CLAUSE 18**Contractor to Supply Tools & Plants, etc.**

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from Institute's stores), machinery, tools & plants as specified in Schedule F. In addition to this, appliances, implements, other plants, 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 specifications 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 Institute 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 thereof or 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 outworks, 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 Institute 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 portion thereof.

CLAUSE 18A

Recovery of Compensation paid to workmen

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, Institute is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Institute will recover from the contractor, 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) of 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 Government might become liable in consequence of contesting such claim.

CLAUSE 18B

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 and the rules under Clause 19 (H) or under any relevant Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Institute's 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 contractor 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 the 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 Workers Welfare Cess Act, 1996 and any Rules frame there under.

Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 19A

No labour below the age of fourteen years shall be employed on the work.

CLAUSE 19B

Payment of Wages

Payment of wages:

- (i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of

wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

- (iv) (a) Institute concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
 (b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one-day rest for 6 days' continuous work and pay wages at the same rate as for duty. In the event of default, Institute shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by Institute concerned.
- (v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating there to and the rules made there under from time to time.
- (vi) The contractor shall indemnify and keep indemnified Institute against payments to be made under and for the observance of the laws aforesaid and the Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection there with. In case the contractor fails to make

arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, Institute shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19D

The contractor shall submit by the 4th and 19th of every month, to Institute, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively: -

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to them,
- (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Institute, a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of Institute shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

CLAUSE 19E

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

CLAUSE 19F

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

1. Leave:
 - (i) in the case of delivery-maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
 - (ii) in the case of miscarriage-up to 3 weeks from the date of miscarriage.
2. Pay:
 - (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
 - (ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave:
No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.
4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in Appendix-I and II, and the same shall be kept at the place of work.

CLAUSE 19G

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

Should it appear to Institute that the contractor(s) is/are not properly observing and complying with the provisions of the Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (here in after referred as "the said Rules") Institute shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work- people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/or observe the said Rules and to provide the amenities to the work-people as aforesaid, Institute shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work- people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, Institute shall have power to give notice in writing to the contractor(s) requiring that the said hut and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice,

Institute shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19H

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

- (i)
 - (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7sq.m.(30sq.ft.) for each member of the worker's family staying with the labourer.
 - (b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80mx1.50m (6'x5') adjacent to the hut for each family.
 - (c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
 - (d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- (ii)
 - (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by Institute. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor maybe kutchra but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with that or any other materials as may be approved by Institute and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.
 - (b) The contractor(s) shall provide each hut with proper ventilation.
 - (c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
 - (d) There shall be kept an open space of at least 7.2m (8yards) between the rows of huts which may be reduced to 6m (20ft.) according to the availability of site with the approval of Institute. Back-to-back construction will be allowed.
- (iii) **Water Supply** - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipelines for water supply to his/their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.

- (iv) The site selected for the camp shall be high ground, removed from jungle.
- (v) **Disposal of Excreta** - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.
- (vi) **Drainage** - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
- (vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- (viii) **Sanitation** - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19I

Institute may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forth with comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour has an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.

CLAUSE 19J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorizedly during construction, and is handed over to Institute with vacant possession of complete building. If such building though completed is occupied illegally, then Institute shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed by the Accepting Authority whose decision shall be final both with regard to the justification and quantum and be binding on contractor.

However, the Accepting Authority, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

CLAUSE 19K

Employment of skilled / semi-skilled workers

The contractor shall, at all stages of work, deploy skilled/semiskilled trades men who are qualified and possess certificate in particular trade from Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Institute for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Institute. Failure on the part of contractor to obtain approval of Institute or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Institute as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

CLAUSE 19L

The ESI and EPF contributions in respect of this contract shall be paid by the contractor.

CLAUSE 20

Minimum Wages Act to be Complied with

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE 21

Work not to be sublet. Action in case of insolvency

The contract shall not be assigned or sub let without the written approval of the Institute 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 person 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, Institute shall have power to adopt the course specified in Clause 3 here of in the interest of Institute and in the event of such course

being adopted, the consequences specified in the said Clause 3 shall ensue.

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 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 Institute shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu Undivided Family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as 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

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of 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 disputes relating to the meaning of the specifications, 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 dealt with as mentioned here in after:

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by Institute on any matter in connection with or arising out of the contractor carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Director, Institute in writing for written instruction or decision. Thereupon, the Director shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the Director fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Director, the

contractor may within 30 days from the receipt of the Director's decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Director. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Director for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which, the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

- (ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Director, 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 along with the notice for appointment of arbitrator and giving reference to the rejection by the Director of the appeal.

It is also a term of this contract that no person, other than a person appointed by Director of the Institute, 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 Institute 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 (Act 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 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 counterstatement 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 Institute against any action, claim or proceeding relating to infringement or use of any patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Institute in respect of any such matters 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 there from, provided that the contractor shall not be liable to indemnify 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 Institute in this behalf.

CLAUSE 27

Lumpsum Provisions 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 Institute payable of measurement, Institute may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of Institute shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause

CLAUSE 28**Action where no Specifications are specified**

In the 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 Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' 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 Institute.

CLAUSE 29**Withholding and lien in respect of sum due from contractor**

(i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, 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, 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 finalisation 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, Institute shall be entitled to withhold and have a 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 Institute or of the Institute or any contracting person through Institute 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 Institute or Institute will be kept withheld or retained as such by 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) or 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, 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 Institute.

CLAUSE 29 A

Lien in respect of claims in other Contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by Institute or any other contracting person or persons through Institute against any claim of 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 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 Institute will be kept withheld or retained as such by 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 30

Employment of Coal Mining or controlled area labour not permissible

The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 km (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted.

Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor. The contractor shall immediately remove any labourer who may be pointed out by the Institute as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to Government a sum calculated at the rate of Rs.10/- per day per labourer. The certificate of the Institute about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872.

Explanation: - Controlled Area means the following areas:

Districts of Dhanbad, Hazaribagh, Jamtara - a Sub-Division under Santhal Pargana Commissionery, Districts of Bankura, Birbhum, Burdwan, District of Bilaspur.

Any other area which may be declared a Controlled Area by or with the approval of the Central Government.

CLAUSE 31

Unfiltered 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 following conditions.

- (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of Institute.
- (ii) Institute shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of Institute, unsatisfactory.
- (iii) The Contractor shall permit all Sub-Contractors to use his water storage and distribution facilities for their respective Work. Any additional or special arrangements needed by Sub-Contractors shall be made by them at their own cost.
- (iv) Upon completion of the Works, the Contractor shall remove temporary storage tanks, piping network built or installed on the site so as to restore the site back to its original condition.
- (v) Insufficiency or non-availability of water shall not be cited by the Contractor as an excuse for delays, or deficiencies in the Work or a reason for claiming extra payments.
- (vi) The Contractor shall, in all eventualities incorporate in his costing for making arrangements with necessary approval from relevant authority if any for the water requirements to be used for construction at his own cost at the time of tendering.

CLAUSE 31A**Departmental water supply if available**

Water if available may be supplied to the contractor by the Institute subject to the following conditions: -

- (i) The watercharges @1% shall be recovered on gross amount of the work done.
- (ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.

The Institute do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the Institute water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of watercharges will be entertained on account of such breakd own.

CLAUSE 32**Alternate water arrangements**

- (i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the Institute, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. Institute shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.
- (ii) 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 Institute 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 servicelines and shall berequired to maintain the facility at his cost. He shall be responsible foranyaccidentsor 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 thework.

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's stocks or purchase made under orders or permits or licences issued by Institute, the contractor shall hold the said materials economically and solely forthe purpose of the contract and not dispose of them without the written permission of the Institute and return, if required byInstitute, all surplus orunserviceable materials that may be left with him after the completion of the contract or at its termination forany

reason whatsoever on being paid or credited such price as Institute 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 Institute 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 licence or permit and/or for 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

Hire of Plant & Machinery

The contractor shall arrange at his own expense all tools, plant, machinery and equipment (herein after referred to as T&P) required for execution of the work.

CLAUSE 35

Condition relating to use of asphaltic materials

- (i) The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.
- (ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to Institute. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by Institute shall be made and the material returned to the contractors. Although the materials are hypothecated to Institute, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The material shall not be removed from site of work without the consent of Institute in writing.
- (iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

CLAUSE 36

Employment of Technical staff and employees

Contractors Superintendence, Supervision, Technical Staff & Employees

- (i) The contractor shall provide all necessary superintendence during execution of the work and all along there after as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to Institute, the name(s), qualifications, experience, age, address(s) and other particulars along with

certificates, of the principal technical representative to be incharge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. Institute shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Institute and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to Institute and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available the decision of Institute as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, Institute shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every on-account bill/ final bill and shall produce evidence if at any time so required by Institute at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by Institute and shall also note down instructions conveyed by the Institute or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Institute of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If Institute, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be affected from the contractor as specified in Schedule 'F' and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every account bill/final bill and shall produce evidence if at any times so required by the Institute.

- (ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staffs are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

Institute shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by Institute to be undesirable. Such person shall not be employed again at works site without the written permission of Institute and the persons so removed shall be replaced as soon as possible by the competent substitute.

CLAUSE 37

Levy/Taxes payable by Contractor

- (i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Institute shall not entertain any claim whatsoever in this respect except as provided under Clause 38. The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.
- (ii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor 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 Government of India 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

Conditions for reimbursement of levy/taxes if levied after receipt of tenders

- (i) All tendered rates shall be inclusive any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any including GST. No adjustment i.e. increase or decrease shall be made for any variation in the rate, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.

- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Institute and shall also furnish such other information/document as Institute may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to Institute that the same is given pursuant to this condition, together with all necessary information relating there to.

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 of Institute on behalf of Institute shall have the option of terminating the contract without compensation to the contractor. However, if the contractor is succeeded by his legal heir or legally assigned successors who are willing to continue the work under the same terms and conditions as in the original contract, Institute shall have the option to continue the work with such heirs or successors with the same obligations to the heirs or successors as with the original contractor. The decision of Institute in this regard shall be final and binding.

CLAUSE 40

If relative working in Institute, then the contractor not allowed to tender

The contractor shall not be permitted to tender for works, if any of his near relative(s) is in the employment of the Institute or its agent/representative. He shall also intimate the names of persons who are working with him or are subsequently employed by him and who are near relatives to any of the employee of Institute. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Institute. If, however the contractor is registered in any other department, he shall be debarred from tendering in the Institute for any breach of this condition.

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

CLAUSE 41

No Gazetted Engineer to work as contractor within one year of retirement

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India or Govt of Haryana shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of respective Government in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission

of Government as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

CLAUSE 42

Return of material & recovery for excess material used

- (i) After completion of the work and also at any intermediate stage in the event of non-reconciliation of materials issued, consumed and in balance - (see Clause 10), theoretical quantity of materials issued by the Institute for use in the work shall be calculated on the basis and method given here under: -
 - (a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above-mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by Institute.
 - (b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Institute, including authorized lappings, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.
 - (c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.
 - (d) For any other material as per actual requirements.
- (ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the contractor or if not fully reconciled to the satisfaction of Institute within fifteen days of the issue of written notice by Institute to this effect shall be recovered at the rates specified in Schedule 'F', without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Institute in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule 'F', shall be final & binding on the contractor. For non-scheduled items, the decision of Institute regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.
- (iii) The said action under this clause is without prejudice to the right of the Institute to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

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 Institute 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 Institute 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 Institute, 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 the Director, Institute. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of Institute 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 war like operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A. R. P. Officers or Institute (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 afore said, he shall be allowed such extension of time for its completion as is considered reasonable by the Director.

CLAUSE 44

Apprentices Act provisions to be complied with

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Director, Institute may, in his discretion, 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.

CLAUSE 45

Release of 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 Institute. Institute 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, on record 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.

CLAUSE 46

GENERAL OBLIGATIONS OF THE CONTRACTOR

Contractor's General Responsibilities

- a) The Contractor shall, subject to the provisions of the Contract and with due care and

diligence, execute and maintain the Works and provide all labour, including the supervision thereof, materials, constructional plant and all other things, whether of a temporary or permanent nature, required in and for such execution and maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

- b) The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the permanent works, or for the design or specification of any temporary works prepared by the Employer.
- c) The Contractor shall carry out all the works strictly in accordance with the drawings, details and instructions of the Engineer-in-Charge. In the opinion of the Engineer-in-Charge if any changes are to be made, the same shall be intimated in writing to the Contractor and the Contractor shall carry out the same. The Engineer-in-Charge's decision in this regard shall be final and not open to arbitration.

46.1 Giving Notices and Payment of Fees

This Contract shall, in all respects, be construed and operated as an Indian Contract and shall be subject to Indian laws in force from time to time. The Contractor should conform to all laws of the land and the regulations and bye-laws of any local authority and of any water or lighting companies with whose systems the structure is proposed to be connected. The Contractor shall give all notices required by the said acts, regulations or bye-laws and pay all fees in connection therewith. The Contractor shall protect and indemnify the Employer against all claims or liabilities arising from his actions in violation of such laws, ordinances, regulations and bye-laws by him. The Engineer will repay or allow to the Contractor all such sums as the Engineer-in-Charge shall certify to have been properly payable by the Employer and paid by the Contractor in respect of such fees.

46.2 Compliance with Statutes, Regulations, etc. and Change of Law

The Contractor shall conform in all respects with the provisions of any such Statute, Ordinance or Law as aforesaid and the regulations or byelaws of any local or other duly constituted authority, which may be applicable to the Works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such Statute, Ordinance or Law, Regulation or Bye-Laws.

The contract price shall be adjusted to take account of any increase or decrease in cost resulting from a change in the applicable laws in India (including the introduction of new laws and the repeal or modification of existing laws) or in the judicial or official governmental interpretation of such laws, made after the last date of submission of tender, which affect the contract price and the performance of obligations under the contract.

46.3 Fossils etc.

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archeological interest discovered on the site of the Works shall, as between the Employer and the Contractor, be deemed to be the absolute property of the Employer. The Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof, and, before removal, acquaint the Engineer of such discovery and carry out, at the expense of the Employer, the Engineer-in-Charge's orders as to the disposal of the same.

46.4 Opportunities for other Contractors

The Contractor shall, in accordance with the requirements of the Engineer, afford all reasonable opportunities for carrying out their work to any other Contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities, who may be employed in the execution on or near the site of any work not included in the Contract or of any Contract which the Employer may enter into in connection with or ancillary to the Works.

46.5 Interference with Traffic and adjoining properties

All operations necessary for the execution of the Works shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the convenience of the public, or the access to use and occupation of public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person. The Contractor shall save harmless and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters in so far as the Contractor is responsible therefore.

46.6 Highways Traffic

46.6.1 Extraordinary Traffic

The Contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his Sub-Contractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and materials from and to the Site shall be limited, as far as reasonably possible, and so that no unnecessary

damage or injury may be occasioned to such highways and bridges.

46.6.2 Special Loads

Should it be found necessary for the Contractor to move one or more loads of constructional plants, machinery or pre-constructed units or parts of units of work over part of a highway or bridge, the moving whereof is likely to damage any highway or bridge unless special protection or strengthening is carried out, then the Contractor shall, before moving the load on to such a highway or bridge, give notice to the Engineer of the weight and other particulars of the load to be moved and his proposals for protecting or strengthening the said highway or bridge. Thereafter, within fourteen days, the Engineer shall direct, in writing the course of action for the Contractor. The Contractor shall be paid for the cost of the necessary modifications only if the specific items requiring such modification are provided in the Bills of quantities.

46.6.3 Settlement of Extraordinary Traffic Claims

If during the execution of the works or at anytime thereafter, the Contractor shall receive any claim arising out of the execution of the Works, in respect of damage or injury to highways or bridges, he shall immediately report the same to the Engineer.

The Contractor shall negotiate the settlement of and pay all sums due in respect of such claim and shall indemnify the Employer in respect thereof and in respect of all claims, proceedings, damages, costs, charges and expenses in relation thereto.

46.7 Watching and Lighting

The Contractor shall in connection with the Works, provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or as required by the Engineer or by any duly constituted authority, for the protection of the Works, or for the safety and convenience of the public or others.

46.8 Way leaves etc.

The Contractor shall bear all costs and charges for special or temporary way leaves required by him in connection with access to the Site. The Contractor shall also provide at

his own cost any additional accommodation outside the Site required by him for the purposes of the Works.

46.9 Site Office for the Employer

The Contractor will provide free of cost temporary furnished accommodation as detailed in **Schedule 'F'** for the Engineer and his staff, at the site of work. On expiry of the maintenance period, the Site Office shall be dismantled and site cleared unless the Employer directs otherwise. The furniture will be returned to the Contractor at whatever conditions they are an expiry of maintenance period.

46.10 Electricity Supply required at the works

46.10.1 Arrangement

The Contractor shall make his own arrangement for Electricity required for the work and nothing extra will be paid for the same.

OR

- 46.11.1 An Electric power, if available, may be made available for the work by the Employer at one or more points within the site or near the site on specified terms and conditions. The Contractor shall arrange at his own cost the necessary cabling/wiring, Switch Board and the switch gear etc and shall be responsible for their safe maintenance. Cost of Electricity supplied shall be fixed by the Employer from time to time.

(Clause 46.11.1.A will be applicably only if so stipulated in **Schedule 'F'**).

46.11.2 Conditions

- a) Distribution arrangements shall be done by the Contractor at his cost as per approved layout. He shall provide required clearances for overhead lines to facilitate easy movement of machinery. These overhead lines shall be shifted and rerouted at the Contractor's cost during execution of work if the same are found to obstruct any other work of any agency working at site or requires to be shifted due to unforeseen reasons.
- b) On completion of the Work, the Contractor shall, to the satisfaction of the Engineer, remove all wiring installed by him and make good, any disturbance or damage done.
- c) The Contractor shall employ a certified and licenced Electrician for carrying out this

work.

46.11 Land for Contractor's Offices, Godown, Workshop

- a) Subject to the availability, the Employer may allot at his own discretion and convenience land for the construction of the Contractor's site office, godowns, workshop and assembly yard near the site. Allotment of such land shall not confer any tenancy rights to the Contractor. The Contractor shall construct and maintain the same at his cost. All these temporary works shall be well ventilated, lighted and provided with water, electricity and sanitary arrangement to the approval of the Engineer.
- b) The Contractor shall remove immediately on completion of the work such buildings and make good, to the satisfaction of the Engineer, all the damages sustained.
- c) The Contractor shall not use the land for any purpose other than that for or in connection with the Contract.
- d) In case the Contractor requires any land additional to what is made available/allotted to him, the Contractor shall make arrangements for the same at his own cost.

46.12 Land for Labour Accommodation

The Employer shall not provide any land for setting up of the Labour Camp and the Contractor shall make his own arrangements.

OR

- 46.13.A Subject to availability, on specific request of the Contractor, space for labour accommodation at site may be provided free of rent to the extent possible. However, it will be the responsibility of the Contractor to look after all the requirements of the labour camp such as water, sanitation, health, lighting, general living condition and welfare. In case the Contractor requires any land additional to what is made available/ allotted to him, the Contractor shall make arrangements for the same at his own cost.

(Clause 46.13.A will be applicably only if so stipulated in Schedule 'F').

46.13 Excavated Material

The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this Contract, the sand, stone, clay, ballast, earth, rock or other substances or materials which may be obtained from any excavations made for the purpose of the works or any building or produce upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the Employer. All such material which in the opinion of the Engineer-in-Charge is useful shall be stacked separately in regular stacks as directed by the Engineer-in-Charge. The Contractor may be permitted by the Engineer-in-Charge to use the same on mutually agreed payment terms.

46.14 Production of vouchers etc. by the Contractor

- i) The Contractor shall, whenever required produce or cause to be produced for examination by the Engineer-in-Charge any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this Contract or relevant for verifying or ascertaining cost of execution of this Contract and the decision of the Engineer-in-Charge on the question of relevancy of any documents, information or return being final and binding on the parties. The Contractor shall similarly produce vouchers etc. if required to prove to the Engineer-in-Charge that the materials supplied by him, are in accordance with the specifications laid down in the Contract.
- ii) If any portion of the work in a Contract is being carried out by a Sub Contractor or any subsidiary or allied firm or Company in terms of permission granted under Clause 21 of Contract, the Engineer-in-Charge shall have power to secure the book of such sub Contractor or any subsidiary or allied firm or company through the Contractor and such book shall be open to the Engineer-in-Charge's inspection.
- iii) The obligations imposed by sub clause (i) and (ii) above are without prejudice to the obligations of the Contractor under any statute, rules or orders binding on the Contractor.

46.15 Law governing the Contract

The Contract shall be governed by the law for the time being in force in the Republic of India.

46.16 Court Jurisdiction

Unless otherwise specified in 'Schedule F', the Courts in Delhi, India shall have the exclusive jurisdiction to entertain any suit, application or other proceedings in respect of anything arising under this Contract or any award or awards made by the Arbitrator where Arbitration & Conciliation Act 1996 is applicable shall be filed in the concerned Courts in Delhi only.

CLAUSE 47**INSURANCES TO BE TAKEN BY THE CONTRACTOR & EMPLOYER TO BE INDEMNIFIED****47.1 Insurance of Works etc**

- 47.1.1. The Contractor shall effect Contractor's all risk insurance policy (CAR policy) in the joint names of the Employer and the Contractor, the name of the former being placed first in the policy, covering the following:
- a) The works at their Replacement Cost.
 - b) All plants and equipments and other things brought to the site by the Contractor shall be insured for a sufficient amount not less than Rs.5 lacs or 1% of the Tendered Value, whichever is more.
 - c) Employer's building rented to the Contractor if the building or part thereof is used by the Contractor for the purpose of storing or using materials of combustible nature, on which the decision of the Engineer-in-Charge shall be final and binding.
- 47.1.2 The insurance shall be against all losses or damages from whatever causes, other than excepted risks, as defined in Clause 2 of Conditions of Contract, for which the Contractor is responsible under the Contract. The insurance cover shall be for the period of Contract stipulated in Clause 47.7 below and also for the period of maintenance, for loss or damage arising from a cause prior to commencement of the period of maintenance, and for any loss or damage, occasioned by the Contractor in the course of any operations carried out for the purpose of complying with his obligations during Maintenance Period under Clause 17 of Clauses of Contract.
- 47.1.3 Such insurance shall be effected with an insurer and with terms approved by the Employer. The Contractor shall, whenever required, produce the policy or policies and the receipts for payment of the current premiums.

47.2 Third Party Insurance

- 47.2.1 Before commencing the execution of the Works from the date specified in Clause 5 above the Contractor shall insure against the liability for any material or physical damage, loss injury or death which may occur to any property or life including that of the Employer or to any person, including any employee of the Employer, by or arising out of the execution of the Works or in the carrying out of the Contract. The sum insured will be for an amount specified in **Schedule ' F'**. After each occurrence, Contractor shall pay additional premium necessary to make insurance valid for four occurrences always
- 47.2.2 Such insurance shall be effected with an insurer and its terms approved by the Employer. The Contractor shall, whenever required, produce before Engineer the policy or policies of insurance and the receipts of payment of the current premiums.

47.3 Workmen's Insurance

The Employer shall not be liable for any payment in respect of any damages or compensation payable according to law in respect or in consequence of any accident or injury or loss of life to any workman or other person in the employment of the Contractor or

any sub-Contractor, except an accident or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall insure against such liability with an insurer approved by the Employer for a sum as per established norms during the entire period stipulated in Clause 47.7 below.

47.4 Recovery from the Contractor

Without prejudice to the other rights of the Employer against the Contractor in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor under this clause.

47.5 Shortfall in payment to Contractor by the Insurance Company

In all cases where the Contractor has taken any insurances, he shall not be entitled to reimbursement by the Employer of any shortfall or deficiency in the amount payable by the Contractor towards settlement of claims and that paid by the insurer in settlement of same claim.

47.6 Insurance by Sub-Contractors

Without prejudice to his liability under this clause the Contractor shall also cause all Sub-Contractors to effect, for their respective portions of the works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the Employer such policies. The Contractor shall not permit a Sub- Contractor to commence work at the site unless the said insurance Policies are submitted. In the event of failure of the Sub-Contractor to take out such a policy of Insurance before commencing the works at the site, the Contractor shall be responsible for any claim or damage attributable to the said Sub- Contractor.

47.7 Period of Policies

All the insurance covers mentioned above in Sub Clause 47.1 to 47.6 shall be kept alive during the period of the Contract from the date specified for start of the work in terms of Clause 5 above until the Contractor obtains a Maintenance Certificate from the Employer as explained in Clause 17.

47.8 Remedy on Contractor's Failure to Insure

If the Contractor shall fail to effect and keep in force the insurances referred to above, or any other insurance which he may be required to effect under the terms of the Contract, then and in any such case the Employer on advice of the Engineer-in-Charge may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any moneys due or which may become due to the Contractor, or recover the same as debt due from the Contractor.

47.9 Damage to Persons and Property - Employer to be indemnified

The Contractor shall indemnify the Employer against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, except any compensation or damages for or with respect to:

- a) The permanent use or occupation of land by the works or any part thereof
- b) The right of the Employer to execute the works or any part thereof on, over, under, in or through any land.
- c) Injuries or damage to persons or property caused by Excepted risks or resulting from any act or neglect of the Employer, his agents, servants or other Contractors, not being employed by the Contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto. Where the injury or damage was contributed to by the Contractor, his servants or agents, such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the Employer, his servant or agent or other Contractors, for the damage or injury.

A copy of the Format for Indemnity Bond is at **Annexure 'H'**.

CLAUSE 48

SAFETY AND SECURITY

48.1 Codes etc to be complied with

The Contractor shall ensure and arrange at his cost fire and the safety provisions, as per safety code of RITES. (Refer Section No. 9 of General Conditions of Contract), Indian Standards Institution, safety manuals of the Employer, if any, and such provisions as are locally in force from time to time for all labour, directly or indirectly employed in the works for performance of this Contract. The Contractor will indemnify the Employer from any consequence arising due to Contractor's failure in respect of safety provisions.

Following Codes may be referred to in this connection:

IS 5916 Safety code for construction involving use of hot bituminous materials. IS 7293 Safety code for working with construction machinery

IS 7969 Safety code for handling and storage of building materials. IS 8989 Safety code for erection of concrete framed structures.

IS 13415 Protective barriers in and around buildings - Code of Safety

IS 13416 Preventive measures against hazards at work places
Recommendations (Parts - 1 to 5)

48.2 First Aid & Industrial Injuries

- 48.2.1 First aid facilities at easily accessible place shall be provided by the Contractor as per provisions of Labour Act or Rules of the Authority controlling the area where work is carried out.
- 48.2.2 The Contractor shall make arrangements with hospitals for ambulance service and for treatment of industrial injuries to meet eventualities leading to the need for such facilities. The Engineer shall be informed of their telephone numbers and addresses of the Hospitals.
- 48.2.3 Details of all critical industrial injuries shall be reported promptly to the Engineer.
- 48.2.4 Report shall cover type, nature, cause, physician's report and action for prevention of those types again.

48.3 General Safety Rules

- 48.3.1 Smoking within plant, restricted areas, closed areas, near storage place of lubricant oil and fuel etc. is strictly prohibited.
- 48.3.2 The Contractor shall erect and maintain barricades required in connection with his operation to guard or protect
 - (a) Excavation
 - (b) Hoisting/lifting
 - (c) Slab openings
 - (d) Hazardous areas
 - (e) Employer's existing property likely to be subjected to damage by the Contractor's operations
 - (f) Unloading spots

48.4 Accidents - Precautions at Worksite

No materials on the sites shall be so stacked or placed as to cause danger or inconveniences to any person or to the public. The Contractor shall provide all necessary fencing and lights to protect the public from accidents and shall be bound to bear expenses of defense 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 costs which may be awarded in any such suit, action or proceeding, to any such person or which may, with the consent of the Contractor be paid to compromise any claim by any such person.

48.5 Electrical Equipments - Precautions

All temporary and permanent electrical installations, power distribution and supply required for execution of Work shall be carried out conforming to existing industrial and domestic safety rules and regulations. Important specific points to be noted are as under,

- (i) Meter room and main switches should be freely accessible at all times and fully protected against all weather conditions.
- (ii) Power distribution system shall be identifiable with display marking on switches.
- (iii) All power distribution shall be carried out with coated, adequately insulated and of appropriate current/load rating cables. It shall be securely routed for this purpose. No loose, naked, hanging wires shall be permitted.
- (iv) Over load protection devices shall be installed whenever and wherever heavy current/load consuming construction plant or machinery susceptible to hazard is in use and as directed by the Engineer-in-charge.
- (v) Metallic plugs and sockets shall be used in field work. Switch board shall be in close proximity so as to have quick control over the supply.
- (vi) Proper and adequate earthing connection should be provided for all installations, plant and machinery and distribution system.
- (vii) Hand lamps and inspection lamps shall be adequately insulated and guarded with wire mesh and should have proper plugs for use.
- (viii) Security and illuminatory light shall be secured firmly and protected to withstand all weather conditions.

48.6 Maintenance of Safety Devices

All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing and maintenance facilities shall be provided at or near places at work.

48.7 *Personal Safety*

All necessary personal safety equipment as considered adequate by the Engineer shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

- (b) Workers employed on mixing asphaltic materials, cement, and lime mortars/ concrete shall be provided with protective footwear and protective gloves.
- (c) Those engaged in handling any materials which are injurious to eyes shall be provided with protective goggles.
- (d) Workers employed on erection works, etc. shall be provided with helmets, safety belts etc.
- (e) Workers employed on concrete finishing, welding, painting and other works above 2 metres height shall be provided with a suitable safety belt, as per Factory Rules of the locality.

48.8 *Storing Fuel, Oil and Lubricant*

The Contractor shall take approval from the Safety Officer of the Employer for storing the lubricants, oil and fuel at site for running the machinery required for the construction.

48.9 *Fire Extinguishing*

Suitable, sufficient number of fire extinguishers for all types of fire, shall be provided at work site. In addition, sufficient number of fire buckets filled with water and sand shall also be provided. The fire fighting equipment as outlined above shall be dispersed in a suitable and purposeful manner.

48.10 *Fire Precautions*

The Contractor shall comply with regulations of the controlling authority in force at the site of the works relating to the precautions to be taken against fire hazards.

48.11 *Protection arrangements at work site*

Adequate protection against any form of damage or deterioration shall be provided for in all sections of the works. This shall include protective tapes, casings, guard rails and the likes, which shall be provided as necessary. Particular care shall be taken to protect finished surfaces during the execution of adjacent in-situ work. The Contractor shall carryout all steps necessary and comply with the directions and instructions of the Engineer to his satisfaction.

48.12 *Safety Arrangements for labour*

The Contractor shall, at his own expense, arrange for the safety provisions as given above and as required by the Engineer, in respect of all labour directly or indirectly employed for performance of the work and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements to provide necessary facilities as aforesaid, the Engineer shall be entitled to do so and recover the cost thereof, from the Contractor.

48.13 *Safety Manual*

The Contractor shall submit a Safety Manual indicating the safety measures proposed to be adopted in light of above provisions, for approval of the Engineer-in- Charge.

48.14 *Accidents - Reporting*

The Contractor shall, within twenty-four (24) hours of the occurrence of any accident on, or about the Site, or in connection with the execution of the Works, report such accident to the Engineer and to the appropriate authority wherever such report is required by law. The Contractor will indemnify the Employer from all accident cases.

48.15 *Security Measures*

The Contractor shall be responsible at his cost for security of Works for the duration of the Contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations. The requirements of security measures shall include, but not limited to, maintenance of Law and order at site, provision of all lighting, guard, flagmen, and other measures necessary for protection of Works within the camps and elsewhere at site, for all materials delivered to the site and all persons employed in connection with the Works continuously throughout working and non-working periods including nights, Sundays, holidays, for the duration of the Contract. At work sites in close proximity of traffic corridors where public are likely to come close to the work area, suitable fencing as directed by the Engineer should be provided.

CLAUSE 49

QUALITY ASSURANCE

49.1 *Submission of Quality Assurance Manual*

The Contractor shall on receipt of Letter of Acceptance, or as soon thereafter as possible, but not later than one month, submit to the Engineer-in-Charge for his approval a Quality Assurance Manual for the Contract works involved. The Manual should cover the following items as minimum:

- i) Q.A. Plan for Basic Construction Materials indicating the details of tests to be undergone before use in works.
- ii) Q.A. Plan for site activities indicating the details of tests to be conducted at the various stages of construction for various activities.
- iii) In house/on site testing facilities to be developed for materials, site activities and calibration of equipments.
- iv) Site documents to be maintained including records of results of tests for materials and workmanship, inventory record on availability of vital materials and their consumption vis-à-vis design requirements, site inspection records, quality audit record, safety audit record, site progress record, etc.
- v) Check lists for source approval of materials etc., check lists for site activities and proforma for recording results of tests.
- vi) Method statements for important construction activities.

49.2 *Guidance in preparation*

For guidance in the preparation of the Quality Assurance Manual, the following printed Publications may be referred to:

- i) Quality Assurance Manual for Building works by C.P.W.D.
- ii) Manual for Quality Control in Road & Bridge works by Indian Roads Congress
- iii) Indian Railway Unified Standard Specification for Bridges works, Formation and P.way works
- iv) The relevant QA Manual or technical specifications for all other works published by respective Departments/Organizations

CLAUSE 50

ECOLOGICAL BALANCE

The Contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Contractor shall so conduct his construction operations as to prevent any avoidable destruction, scarring or defacing of natural surroundings in the vicinity of work. In respect of ecological balance, the Contractor shall observe the following instructions for which no extra payments will be made.

- (a) Where destruction, scarring, damage or defacing may occur as a result of operations relating to Permanent or Temporary Works, the same shall be repaired, replanted or other wise corrected at Contractor's expense. All work areas shall be smoothened and graded in a manner to conform to natural appearance of the landscape as directed by the Engineer.
- (b) All trees and shrubbery, which are not specifically required to be cleared or removed for construction purposes, shall be preserved and shall be protected from any damage that may be caused by Contractor's construction operations and equipment or by their Employees/Workers. The removal of trees or shrubs will be permitted only after prior approval of the Engineer. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavating, dumping, chemical damage or other operation and the Contractor shall adequately protect such trees by use of protective barriers or other methods approved by the Engineer. Trees shall not be used for anchorage. The Contractor shall be responsible for injuries to trees and shrubs caused by his operations and Employees/Workers. The terms "injury" shall include, without limitation, bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs shall be restored as nearly practicable, without delay, to their original condition at Contractor's expense.
- (c) Where trees have to be necessarily cut for progressing temporary or permanent works, the Contractor shall arrange for compensatory afforestation as may be required by Environmental Rules and Regulations.
- (d) In the conduct of construction activities and operation of equipments, the Contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air/ noise pollution.
- (e) Excessive emission of dust into the atmosphere will not be permitted during manufacture, handling and storage of concrete aggregates/fly ash/ earth/building materials and the Contractor shall use such methods and equipment as are necessary for collection and disposal or prevention of dust during these operations. The Contractor's method of storing and handling cement shall also include means of eliminating atmospheric discharge of dust. Equipment and vehicles that give objectionable emission of exhaust gases shall not be operated. Burning of materials resulting from cleaning of trees branches, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favourable.
- (f) Special care must be exercised in ensuring that the labour housed in labour camp within the work site area do not indulge in any activity like drinking alcohol, taking drugs etc and other activities that may affect the ecological balance such as cutting of shrubs for fuel, creating open air nuisance etc.

CLAUSE 51

EXECUTION OF WORKS

51.1 *Mobilisation*

Period of Mobilisation shall be 15 days counting from the stipulated date of start of work as mentioned in Letter of Acceptance by the Engineer-in-Charge. The Contractor shall carry out following activities within this period stated. He shall submit to the Engineer within 4 days of stipulated date of start, the proposed layout of locating offices, stores, godowns, yards, water, electric network etc. for approval of the Engineer.

Minimum following activities shall be completed within the mobilization period of 15 days or such extended period as approved by the Engineer.

- i. Site office of the Contractor
- ii. Line out including establishing of grid line levels and its approval from the Engineer.
- iii. Submitting list of proposed specialized sub-Contractors as may be required for approval of the Engineer.
- iv. Tapping electric and water connections
- v. One cement godown and steel yard
- vi. Obtaining insurance policies as per the Contract
- vii. Obtaining labour licences, as required
- viii. Obtaining approval of local authorities and complying with any statutory requirements prior to actual start of work.
- ix. Establishing water and electric network within site.
- x. Submitting construction programme as detailed in Clause 5 of Contract and its approval by the Engineer-in-Charge.

51.2 *Setting out of Works*

The Contractor shall be responsible for the true and proper setting-out of the Works in relating to original points, lines and levels of reference given by the Engineer in writing and for the correctness, subject as above mentioned, of the position, levels, dimension and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith. If, at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer shall, at his own cost, rectify such error to the satisfaction of the Engineer. The checking of any

setting-out or of any line or level by the Engineer shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting-out the works. The Contractor shall use latest equipments like Total Station/Theodolite and Auto level etc for setting out the works.

51.3 Boreholes and Explanatory Excavation

If, at any time during the execution of the Works, the Engineer shall require the Contractor to make boreholes or to carry out exploratory excavation, such requirement shall be ordered in writing and shall be deemed to be an Extra item for which payment shall be made by the Engineer in terms of Clause 12 of Contract.

51.4 Temporary Works

- 51.4.1 The Contractor is entirely responsible for the design, construction, maintenance and removal of all temporary works employed in carrying out the Contract. Within a reasonable time (and in any case not less than fifteen days) before he intends to commence construction of any temporary works, the Contractor shall submit full particulars including drawings of the same, for the approval of the Engineer. The Engineer's approval will in no way relieve the Contractor of his responsibility for the safety of the Works, operators, adjoining property, structures or services and compliance with appropriate regulations and codes of practice. Documents for Temporary works supporting adjoining buildings, property and public utilities and roads shall also be submitted to the appropriate authority for their approval if requested/ required.
- 51.4.2 The temporary works shall be designed and constructed in such a manner as to enable the permanent structures to be built around them without detriment to their effectiveness and due allowance will be deemed to have been made for all necessary adjustments thereto to enable the Works to proceed.
- 51.4.3 Timber shoring, boards, struts or similar items shall not be left in position upon completion of the Works without the written consent of the Engine.
- 51.4.4 All services or utilities on or adjoining the site which are required to be maintained operational shall be protected from movement, subsidence or damage from any cause whatsoever by adequate temporary props, struts, shores and protective screens to the approval of the Engineer and the agent of the service or utility.
- 51.4.5 The Contractor shall make safe and reinstate all areas affected by temporary works.
- 51.4.6 The Contractor shall use properly designed and manufactured steel staging platforms for carrying out work above 3.0m height. All required staging for supporting, centering, shuttering of beams, slab, masonry work, etc. shall be carried out strictly as per the Supplier's instructions or approved arrangement. It is to be noted that designing of such work

shall be carried out by the Contractor and shall be submitted for approval of the Engineer. No work above 3.0 m shall be permitted without compliance of this condition.

51.5 *Plant, Temporary Works & Materials - Exclusive use*

All constructional plants, temporary works and materials provided by the Contractor shall, when brought on to the site, be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the site to another, without the consent, in writing, of the Engineer, which shall not be unreasonably withheld.

51.6 *Use of Site only for Works*

The Contractor shall not use any portion of the Site for purpose not connected with the works without the prior written approval of the Engineer. He shall maintain permanent and Site access roads free of spillage and shall not interfere with the flow of traffic. Also same shall apply to terraces and other developed areas.

51.7 *Name Board at Site*

The Contractor shall prepare and display name board at site as per design approved by the Engineer. It shall have

z Name of Project

z Name of Employer

z Name of Consulting Architect (if any)

z Name of Project Management Consultant (if any)

z Name of Contractor

51.8 *Site Drainage/Cleaning/Nuisance*

- 51.8.1 All water which may accumulate on the Site during the progress of the works or in trenches and excavation, shall be removed from the site to the satisfaction of the Engineer at the Contractor's cost.
- 51.8.2 The Site shall be maintained free from rubbish. Proper stacking of scaffolding materials, shuttering material, bricks/brick bats, steel pieces, etc. needed for work on day to day basis shall be organized. Heaps in unplanned manner and disorderly fashion shall not be permitted. The Engineer's decision in this matter shall be final.
- 51.8.3 The Contractor shall not, at any time, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to the Employer, tenants or occupants of other properties near the site and to the public in general.

51.9 *Disposal of Rubbish*

- (i) The Contractor shall cart away from site and deposit where directed by the Engineer all refuse, etc. arising from the Works both as it accumulates and at completion of the Works at the direction of the Engineer.
- (ii) It is the responsibility of the Contractor to obtain a certificate from the local authorities concerned to the effect that all rubbish arising out of Contractor's activities at the construction site or any other offsite activities borrow pits and/or disposal area (s) has been properly disposed off.

51.10 *Shift Working*

The Contractor shall be allowed to work in three shifts with prior approval of the Engineer.

51.11 *Urgent Repairs*

If, by reason of any accident or failure, or other event occurring to, in, or in connection with the Works or any part thereof, either during the execution of the Works or during the period of Maintenance, any remedial or other Work or repair shall, in the opinion of the Engineer, be urgently necessary for the safety of the Works and the Contractor is unable or unwilling at once to do such work or repair, the Employer may employ and pay other persons to carry out such work or repair as the Engineer may consider necessary. If the Work or repair so done by the Employer is work which, in the opinion of the Engineer, the Contractor was liable to do at his own expense under the Contract, all expenses properly incurred by the Employer in so doing shall be recoverable from the Contractor by the Employer or may be deducted by the Employer from any moneys due or which may become due to the Contractor. Provided always that the Engineer, shall, as soon after the occurrence of any

such emergency as may be reasonably practicable, notify the Contractor thereof in writing.

51.12 Contractor to search

The Contractor shall, if required by the Engineer in writing, search under the directions of the Engineer for the cause of any defect, imperfection or fault appearing during the progress of the Works or within the Period of Maintenance (Defect Liability period). If such defect, imperfection or fault shall be one for which the Contractor is liable, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case repair, rectify and make good such defect, imperfection or fault at his own expense in accordance with the provisions of Clause 17 of Clauses of Contract.

CLAUSE 52

PROGRAMME AND PERFORMANCE

52.1 Review of Programme

If at any time it should appear to the Engineer that the actual progress of work does not conform to the approved programme the Contractor shall produce at the request of the Engineer, a revised programme showing modifications to the approved programme, necessary to ensure completion of the work within the time for completion stipulated in the Contract. The submission to and approval by the Engineer-in-Charge of such programme or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities or obligations under the Contract. The Engineer-in-Charge shall have full power and authority during progress of work, to issue such instructions as may be necessary for the proper and adequate execution and maintenance of the Work. The Contractor shall carry out and be bound by the same.

52.2 Progress Reports

The Contractor shall submit periodic Progress Reports including coloured progress photographs as per the frequency and in the Proforma laid down by the Engineer indicating the details of actual Progress vis-à-vis planned progress of various components of work, for the period and up to end of the period, slippage if any, action proposed to be taken to pull back the arrears, deployment of machinery and plant, statement showing extra and substituted items submitted by Contractor and of any other item stipulated by the Engineer.

52.3 Maintenance of Records & Registers

The Contractor shall maintain Registers and Records in the format laid down by the Engineer. These Registers and Records shall be open for inspection by the Employer/ Engineer-in-charge and Engineer at all times. An important Register to be maintained is the Hindrance Register which will be an essential document for dealing with applications for extension of time by the Contractor.

52.4 Site Co-ordination Meetings

The Contractor will attend the Site Co-ordination Meetings with Engineer, the Consultant and other Contractors as fixed by the Engineer from time to time to discuss all issues relating to the works in general and progress and quality in particular. All costs incidental to such interaction shall be borne by the Contractor.

52.5 Site Order Book

A site order book shall be kept at the site of the work. As far as possible, all orders regarding the works are to be entered in this book. All entries therein shall be signed by the Engineer or his representative and the Contractor or his representative. In important cases, the Engineer-in-charge will countersign the entries, which have been made. The site order book shall not be removed from the work site except with written permission of the Engineer and the Contractor or his representative shall be bound to take note of all instructions and directions meant for the Contractor as entered in the site order book without having to be called on separately to note them. The Contractor shall ensure compliance of the noting in site order book within three days of the noting. In case of failure to do so, the corresponding work shall be stopped and work already done shall not be accepted.

52.6 Progress Photographs

During the Construction stage the Contractor shall take adequate number of coloured photographs showing the progress of various stages of the Work as directed by the Engineer. Size of photographs will be 125mm x 250 mm. Photographs shall be supplied with negatives to the Engineer. Each photograph shall be attested with date of photograph, location of work and brief description of what it shows. These photographs shall be from locations as fixed by the Engineer at start of work.

52.7 Poor Performance and Consequences Thereof

The Engineer-in-Charge, without prejudice to his other rights against the contractor, may declare the contractor to be a poor performer after giving him written notice of seven days in any of the following cases:

- i. The contractor abandons the work for 30 days or more without valid reasons.
- ii. Progress on the work is behind schedule by 25% or more of the stipulated contract period for reasons solely attributable to the contractor.
- iii. Completion of work is delayed by 25% or more of the stipulated contract period for reasons solely attributable to the contractor.
- iv. The contractor repeatedly (twice or more) makes claims on frivolous grounds or goes to court or seeks arbitration for such claims.
- v. The contractor repeatedly (twice or more) seeks extra-contractual financial support from RITES for completing the work.
- vi. If there are more than two instances of financial failure of contractor in making timely payments to his labour or sub contractors or to suppliers of materials.

Upon declaration of the contractor as 'poor performer', his name will be placed in RITES' 'Negative List of Contractors' and he will not be eligible for a period of upto two years, to participate in tenders of other works which may be invited by RITES.

CLAUSE 53

INSPECTION OF WORK

53.1 Site Access

53.01.1 It is for the Contractor to provide safe and guarded access for the Engineer as detailed in the safety code, for inspection of works, the Contractor shall arrange at his cost required ladders, scaffolding materials, steel measuring tapes, plumb levels, theodolite or any other instrument required by the Engineer for his use at site.

53.1.2 The Engineer and any person authorized by him shall at all times have access to the Works and to all 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 for and every assistance in or in obtaining the right to such access.

53.2 Examination of Work before covering up

No works shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any Work which is about to be covered up or put out of view and to examine foundations before Permanent Work is placed thereon. The Contractor shall give due notice to the Engineer whenever any such Works or foundations are ready or about to be ready for

examination and the Engineer shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such works or of examining such foundations.

53.3 Uncovering and Making Opening

The Contractor shall uncover any part or parts of the Works or make openings in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been covered up or put out of view after compliance with the requirement in Clause 53.2 above and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be borne by the Employer, but in any other case all costs shall be borne by the Contractor.

CLAUSE 54

QUALITY AUDIT

The Employer may decide to conduct quality audit at regular intervals on the works done by the Contractor by way of Rebound hammer tests, etc. The Contractor will be required to provide logistic supports for such activities by way of arranging approaches, ladders, scaffoldings, manpower, etc. to the Employer for conducting such audits. No extra payment will be made on this account.

CLAUSE 55

SAMPLE FLOOR

The Contractor shall construct one sample floor/ unit in each type of flats/ non- residential building and get the same approved from Employer including approval of fittings, fixture, finishing items and colour scheme. Employer shall **g i v e** approval for sample floor/

unit within fifteen days from the date of its completion in all respects including rectification of defects, if any.

- a) All fitments and fixtures used, such as electrical fittings, water supply items, sanitary fittings, wood work and joinery will be as per Contract agreement.
- b) The sample floor/unit shall act as a guideline for the construction and finishes of all other flats/floors/units.
- c) The sample floor/unit shall be completed in all respects including all fittings and fixtures within a period as specified in `Schedule F' from the date of start, failing which a penalty of Rs. 2000/- (Rupees Two Thousand Only) per day of delay shall be levied.

Provided always that provision of Clause 55 shall be applicable only when so provided

in **Schedule 'F'**.

SAFETY CODES

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra man shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (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 90 cm. (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. (11½") for ladder up to and including 3 m. (10ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm 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 defence 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. a. Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90cm. (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 1.5 m. (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.
- b. Safety Measures for digging bore holes:
 - (i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
 - (ii) During drilling, sign boards should be erected near the site with the address of the drilling contractor and the Institute of the work;
 - (iii) Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50 m around the point of drilling to avoid entry of people;
 - (iv) After drilling the borewell, a cement platform (0.50 m x 0.50 m x 1.20 m) 0.60 m above ground level and 0.60 m below ground level should be constructed around the well casing;
 - (v) After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
 - (vi) After the borewell is drilled the entire site should be brought to the ground level.
7. Demolition - Before any demolition work is commenced and also during the progress of the work,
 - (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - (ii) 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.
 - (iii) 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 Institute 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 equipment 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 contractors shall ensure that the manhole covers are opened and ventilated atleast 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 JE or any other higher officer.
 - b) At least 5 to 6 manholes up stream and down stream 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 when ever 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. Institute may decide the time up to which a worker may be allowed to work continuously inside the manhole.

- j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
 - k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
 - l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
 - m) The workers shall be provided with Gum boots 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 sewerlines.
 - n) Workmen descending a manhole shall try each ladder top or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - p) The extent to which these precautions are to be taken depend on individual situation but the decision of Institute regarding the steps to be taken in this regard in an individual case will 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 scrapped.
 - 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. The Contractor shall not employ women and men below the age of 18 years on the work with product containing lead in any form, wherever men above the age of 18 years are employed on the work with product containing lead, the following principles must be observed for such use:
- i) White lead, sulphate of lead or product containing this 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.
 - viii) Institute may require, when necessary medical examination of workers.
 - ix) Instructions 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 attachments, anchorage and supports shall conform to the following standards or conditions: -
- (i) (a) These shall be of good mechanical construction, sound materials and adequate.
 - (a) 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, shackles 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) In case of departmental machines, the safe working load shall be notified by the Electrical Institute. As regards contractor's machines the contractor shall notify the safe working load of the machine to Institute whenever he

brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safe guards. 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 energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as 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 at 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 Institute of the department 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 Rule in force in the Republic of India.

MODEL RULES TO BE FOLLOWED BY CONTRACTORS FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS OF WORKERS EMPLOYED

1. APPLICATION

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

2. DEFINITION

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

3. FIRST-AID FACILITIES

- (i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- (ii) The first-aid box shall be distinctly marked with a red cross on white background and shall contain
 - a) For work places in which the number of contract labour employed does not exceed 50-the following equipment: -

Each first-aid box shall contain the following equipments: -

- 1. 6 small sterilized dressings.
- 2. 3 medium size sterilized dressings.
- 3. 3 large size sterilized dressings.
- 4. 3 large sterilized burn dressings.
- 5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
- 6. 1 (30 ml.) bottle containing sal volatile having the dose and mode of administration indicated on the label.
- 7. 1 snakebite lancet.
- 8. 1 (30 gms.) bottle of potassium permanganate crystals.
- 9. 1 pair scissors.
- 10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
- 11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
- 12. Ointment for burns.
- 13. A bottle of suitable surgical antiseptic solution.

- b) For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipments.
 - 1. 12 small sterilized dressings.

2. 6 medium size sterilized dressings.
3. 6 large size sterilized dressings.
4. 6 large size sterilized burn dressings.
5. 6 (15 gms.) packets sterilized cotton wool.
6. 1(60ml.) bottle containing at wopercent alcoholic solution iodine.
7. 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
8. 1 roll of adhesiveplaster.
9. 1 snake bitelancet.
10. 1 (30 gms.) bottle of potassium permanganate crystals.
11. 1 pairs cissors.
12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes/Government of India.
13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
14. Ointment for burns.
15. A bottle of suitable surgical antiseptic solution.

- (iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- (iv) Nothing except the prescribed contents shall be kept in the First-aid box.
- (v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the workplace.
- (vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.
- (vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- (viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

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

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

5. WASHING FACILITIES

- (i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- (ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- (iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS

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

Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be up to the first 100, and one for every 50 thereafter.
- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- (iii) Construction of latrines: The inside wall shall be constructed of masonry or some suitable heat-resisting non-absorbent materials and shall be cement washed inside and outside at least once a year; Latrines shall not be of a standard lower than borehole system.
- (iv) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
- (b) The notice shall also bear the figure of a man or of a woman, as the case may be.

- (v) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeding 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- (vi) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
(b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- (vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- (viii) Disposal of excreta: - Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).
- (ix) The contractor shall at his own expense, carry out all instructions issued to him by the Institute to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sqft) per head.

8. CRECHES

- (i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H(ii)a, b & c.
- (ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.

- (iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bedroom.
- (iv) The contractor shall provide one ayah to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
- (v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

- (i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- (ii) The canteen shall be maintained by the contractor in an efficient manner.
- (iii) The canteen shall consist of at least a dining hall, kitchen, store room, pantry and washing places separately for workers and utensils.
- (iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- (v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year.
Provided that the inside walls of the kitchen shall be lime-washed every four months.
- (vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- (vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause nuisance.
- (viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- (ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.
- (x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre (10 sqft) per diner to be accommodated as prescribed in sub- Rule 9.
- (xi) (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
(b) Washing places for women shall be separate and screened to secure privacy.
- (xii) Sufficient tables, stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- (xiii) (a) 1. There shall be provided and maintained sufficient utensils, crockery, furniture and any other equipments necessary for the efficient running of the

canteen.

2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

(b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.

A service counter, if provided, shall have top of smooth and impervious material.

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

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

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

(xvi) In arriving at the price of food stuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely: -

(a) The rent of land and building.

(b) The depreciation and maintenance charges for the building and equipments provided for the canteen.

(c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.

(d) The water charges and other charges incurred for lighting and ventilation.

(e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.

(xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

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

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

12. AMENDMENTS

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

CONTRACTOR'S LABOUR REGULATIONS

1. SHOR TTITLE

These regulations may be called the Contractors Labour Regulations.

2. DEFINITIONS

i) **Workman** means any person employed by contractor directly or indirectly through a subcontractor to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person: -

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

No person below the age of 14 years shall be employed to act as a workman.

ii) **Fair Wages** means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.

iii) **Contractors** shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.

iv) **Wages** shall have the same meaning as defined in the Payment of Wages Act.

- 3. i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.
- iii) a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960

as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.

b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

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

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

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

PAYMENT OF WAGES

- i) The contractor shall fix wage periods in respect of which wages shall be payable.
- ii) No wage period shall exceed one month.
- iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- vi) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- vii) All wages shall be paid in current coin or currency or in both.
- viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf.

or permissible under the Payment of Wages Act 1956.

- ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to Institute under acknowledgment.
- x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Junior Engineer or any other authorized representative of Institute who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
- xi) The contractor shall obtain from the Junior Engineer or any other authorized representative of Institute as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form: -
 "Certified that the amount shown in column No has been paid to the workman concerned in my presence on at"

5. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following: -
 - (a) Fines
 - (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - (d) Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
 - (e) Any other deduction which the Central Government may from time to time allow.
- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.
 Note: - An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-X
- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him by installment, or

after the expiry of sixty days from the date on which it was imposed.

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

6. LABOUR RECORDS

- (i) The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV)
- (ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
- (iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).
- (iv) Register of accident - The contractor shall maintain a register of accidents in such form as may be convenient at the workplace but the same shall include the following particulars:
 - a) Full particulars of the labourers who met with accident.
 - b) Rate of Wages.
 - c) Sex
 - d) Age
 - e) Nature of accident and cause of accident.
 - f) Time and date of accident.
 - g) Date and time when admitted in Hospital,
 - h) Date of discharge from the Hospital.
 - i) Period of treatment and result of treatment.
 - j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - k) Claim required to be paid under Workmen's Compensation Act.
 - l) Date of payment of compensation.
 - m) Amount paid with details of the person to whom the same was paid.
 - n) Authority by whom the compensation was assessed.
 - o) Remarks
- (v) The contractor shall maintain a Register of Fines in the Form X II of the CL (R&A) Rules 1971 (Appendix-XI)
The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X).
- (vi) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 (Appendix-XII)
- (vii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)
- (viii) The contractor shall maintain a Register of Overtime in Form XXIII of the CL

(R&A) Rules 1971 (Appendix-XIV)

7. ATTENDANCE CARD-CUM-WAGESLIP

- (i) The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen form(Appendix-VII)
- (ii) The card shall be valid for each wageperiod.
- (iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually startswork.
- (iv) The card shall remain in possession of the worker during the wage period underreference.
- (v) The contractor shall complete the wage slip portion on the reverse of the cardat least a day prior to the disbursement of wages in respect of the wage period underreference.
- (vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

8. EMPLOYMENTCARD

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

9. SERVICECERTIFICATE

On termination of employment for any reason what so ever the contractor shall issue to the workman whose services have been terminated, a Service certificate in Form XV of the CL (R&A) Central Rules 1971(Appendix-IX)

10. PRESERVATION OF LABOURRECORDS

All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by Institute or Labour Officer or any other officers authorized by the Ministry of Urban Development in this behalf.

11. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The Labour Officer or any person authorized by Central Government on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to suchprovision.

12. REPORT OF LABOUR OFFICER

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

(i) Institute shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer.

13. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

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

14. INSPECTION OF BOOKS AND SLIPS

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

15. SUBMISSIONS OF RETURNS

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

16. AMENDMENTS

The Central Government may from time to time add to or amend the regulations and on any question as to the application/Interpretation or effect of those regulations the decision of the Superintending Engineer concerned shall be final.

Appendix-'I'**REGISTER OF MEDICAL BENEFITS**

Name and address of the contractor.....

Name and location of the work.....

Name of the employee	Father's/Husband's Name	Nature of Employment	Period of actual employment	Date on which notice of confinement given
1	2	3	4	5

Date on which maternity leave commenced and ended

Date of delivery / miscarriage	In case of delivery		In case of miscarriage	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

Leave pay paid to the employee

In case of delivery		In case of miscarriage		Remarks
Rate of leave pay	Amount paid	Rate of leave Pay	Amount Paid	
11	12	13	14	15

Appendix 'II'**SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT
ADMISSIBLE TO THE CONTRACTOR'S LABOUR**

Name and address of the contractor.....

Name and location of the work

1. Name of the woman and her husband's name.
2. Designation
3. Date of appointment.
4. Date with months and years in which she is employed.
5. Date of discharged/dismissal, if any.
6. Date of production of certificates in respect of pregnancy.
7. Date on which the woman informs about the expected delivery.
8. Date of delivery/miscarriage/death.
9. Date of production of certificate in respect of delivery/miscarriage.
10. Date with the amount of maternity/death benefit paid in advance of expected delivery.
11. Date with amount of subsequent payment of maternity benefit.
12. Name of the person nominated by the woman to receive the payment of the maternity benefit after her death.
13. If the woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month the re of and the date of payment.
14. Signature of the contractor authenticating entries in the register.
15. Remarks column for the use of Inspecting Officer.

Appendix 'III'

Labour Board

Name of work.....

Name of Contractor.....

Address of Contractor.....

Name of Labour Enforcement Officer.....

Address of Labour Enforcement Officer.....

Sl. No.	Category	Minimum Wage fixed	Actual Wage Paid	Number present	Remarks

Weeklyholiday

Wageperiod

Date of payment of wages.....

Workinghours

Restinterval

Appendix 'IV'
FORM XIII (See Rule 75)
Register of workmen Employed by Contractor

Name and address of contractor

Name and address of establishment under which contact is carried on

Nature and location of work

Name and address of Principal Employer

Sl. No.	Name and Surname of workman	Age and Sex	Father's/ Husband's Name	Nature of employment/ Designation	Permanent home address of the workman (Village and Tehsil, Taluk and District)	Local Address	Date of commencement of employment	Signature or Thumb impression of the workman	Date of termination of employment	Reasons for termination	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

FORM XVI (See Rule 78(2)(a)
Muster Roll

Name and address of contractor
Name and address of establishment under which contact is carried on
Nature and location of work
Name and address of Principal Employer for the month of fortnight

Sl. No.	Name of workman	Sex	Father’s / Husband’s Name	Dates					Remarks
1	2	3	4	5					6
				1	2	3	4	5	

Appendix 'VI'

FORM XVII (See Rule 78(2)(a))

Register of Wages

Name and address of contractor

Name and address of establishment under which contact is carried on

Nature and location of work

Name and address of Principal Employer Wages Period Monthly / Fortnight

Sl. No.	Name of workman	Serial no. in the register of workman	Designation/nature of work done	No. of days worked	Units of work done	Daily rate of wages/ piece rate	Amount of wages earned					Deductions if any (indicate nature)	Net amount paid	Signature/thumb impression of the workman	Initial of contractor or its representative
							Basic Wages	Dearness Allowances	Overtime	Other cash payments (indicate nature)	Total				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Appendix ‘VII’

WAGE CARD

Wage Card no.

Name and Address of the Contractor Date of Issue

Name and location of work Designation.....

Name of workman Month / Fortnight.....

Rate of wages

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

..... the sum of Rs on account of my wages

Received from
The Wage Card is valid for one month from the date of issue

Signature

Appendix 'VII'

WAGES SLIP

Name and Address of contractor

Name and Father's/husband's name of workman.....

Natureandlocationofwork.....

For the Week/Fortnight/Monthending.....

1.No. of days worked.....

2. No. of units worked in case of piece rate workers.....

3. Rate of dailywages/piecerate

4.Amount ofovertimewages

5.Grosswagespayable

6.Deduction,ifany

7.Net amount ofwagespaid

Initials of the contractor or his representative

Appendix 'VIII'

Form-XIV

EMPLOYMENT CARD

Name and Address of contractor

Name and address of establishment under which contract is carried on

Name of work and location of work

Name and address of Principal Employer.....

1.Name of the workman.....

2. Sl. No. in the register of workman employed

3. Nature of employment/designation

4. Wagerate(withparticularsofunitincaseofpiecework).....

5. Wage period

6.Tenure of employment.....

7.Remarks.....

Signature of contractor

FORM XV (See Rule 77)
Service Certificate

Name and Address of contractor
Name of work and location of work
Name and address of workman.....
Age or Date of Birth.....
Identification Marks.....
Father's / Husband's Name
Nameandaddressofestablishmentinunderwhichcontractiscarriedon.....,
Name and address of the Principal Employer

Sl. No.	Total period for which employed		Nature of work done	Rate of wages(with particulars of unitin case of piecework)	Remarks
	From	To			
1	2	3	4	5	6

Appendix 'X'

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

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

1. Will fulinsu bord in ation or disobedience, whether alone or in combination with other.
2. The ft fraud or dishonesty inconnection with the contractors or property of Institute.
3. Taking or giving bribes or any illegalgratifications.
4. Habitual lateattendance.
5. Drunkenness lighting, riotous or disorderly or indifferentbehaviour.
6. Habitualnegligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of Institute or of the contractor.
10. Sleeping onduty.
11. Malingering or slowing downwork.
12. Giving of false information regarding name, age father's name, etc,
13. Habitual loss of w age cards supplied by theemployers.
14. Unauthorised use of employer'sproperty.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleadingstatements.
17. Engaging on trade within the premises of theestablishments.
18. Any unauthorised divulgence of business affairs of theemployees.
19. Collection or canvassing for the collection of any money authorized by the employer.
20. Holding meeting inside the premises with out previous sanction of the employers.
21. Threatening or intimidating any workman or employer during the working hours within the premises.

FORM XII (See Rule 78(2)(d)
Register of Fines

Name and Address of contractor.....
Name and address of establishment in under which contract is carried on.....
Nature and location of work
Name and address of Principal Employer

Sl. No.	Name of workman	Father's/ Husband's name	Designation/ Nature of employment	Act Omission for which fine imposed	Date of Offence	Whether workman showed cause against fine	Name of person in whose presence employee's explanation was heard	Wage period and wages payable	Amount of fine imposed	Date on which fine realized	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Appendix 'XII'

FORM XX (See Rule 78(2)(d))
Register of Deduction for Damage or Loss

Name and Address of contractor.....

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

Nature and location of work

Name and address of Principal Employer

Sl. No.	Name of Workman	Father's/Husband's name	Designation/Nature of employment	Particulars of damage or loss	Date of damage or loss	Whether workman showed cause against deduction	Name of person in whose presence employee's explanation was	Amount of deduction imposed	No. of installments	Date of recovery		Remarks
										First installment	Last installment	
1	2	3	4	5	6	7	8	9	10	11	12	13

Appendix ‘XIII’

FORM XXII (See Rule 78(2)(d))
Register of Advances

Name and Address of contractor.....

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

Nature and location of work

Name and address of Principal Employer

S. No.	Name of workman	Father's/ Husband's name	Designation/ nature of employment	Wage period and wages payable	Date and amount of advance given	Purpose(s) for which advance made	Number of installments by which advance to be repaid	Date and amount of each installment repaid	Date and which last installment was repaid	Remarks
1	2	3	4	5	6	7	8	9	10	11

Appendix 'XIV'

FORM XXIII (See Rule 78(2)(e))
Register of Overtime

Name and Address of contractor.....

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

Nature and location of work

Name and address of Principal Employer

Sl. No.	Name of workman	Father's / Husband's name	Sex	Designation / nature of employment	Date on which overtime worked	Total overtime or worked production in case of piecerated	Normal rate of wages	Overtime rate of wages	Overtime earning	Rate on which overtime paid	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Appendix XV

**Notice for appointment of Arbitrator
[Refer Clause 25]**

To
Director,

Indian Institute of Management Rohtak
Rohtak

Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop.Firm/Partnership Firm/Ltd.Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Contract/Agreement No
6. Contract amount in the work
7. Date of contract
8. Date of contract Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to Director for decision
17. Date of receipt of Director's decision

Specimen signatures of the
applicant (only the person/authority who signed the contract
should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.

Yours faithfully,
(Signatures)

**FORM OF PERFORMANCE SECURITY (GUARANTEE)
BANK GUARANTEE BOND**

In consideration of the Director, Indian Institute of Management Rohtak (hereinafter called "The Institute") having offered to accept the terms and conditions of the proposed agreement between.....and (hereinafter called "the said Contractor(s)") for the work.....
(hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the Institute an amount not exceeding Rs.....
(RupeesOnly) on demand by the Institute.
2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Institute stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
.....(Rupees only).
3. We, the said bank further undertake to pay the Institute any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereof and the Contractor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Institute on behalf of the Institute certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with

the Institute that the Institute shall have the full estliberty without our consentand without affecting in any mannerouro bligation here under to vary any of the terms and conditions of the said agreement ortoextendtime of performanceby the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Institute against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Institute or any indulgence by the Institute to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relievingus.

6. This guarantee will not be discharged due to the change in the constitutionof the Bank or theContractor(s).
7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Institute in writing.
8. This guarantee shall be valid up tounless extended on demand by the Institute. Not with standing anything mentioned above, our liability against this guaranteeis restricted to Rs..... (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name of the Bank)

BID SECURITY DECLARATION FORM
(to be submitted on bidder's letter Heads)
(to be submitted by MSE Bidder Only)

Date.....

Name of the Work: - **Tender for "Construction of Civil Building Repairing & Maintenance Work (DLP + 2 Year Maintenance) for Permanent Campus at Indian Institute of Management Rohtak"**
NIT No. IIM-R/Civil/FY 2025-26/OTE/P-125 T Dated 23.07.2025.

To
Chief Engineer
IIM Rohtak
Haryana – 124001.

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bid must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of notification if I am / We are in breach of any obligation under the bid condition, because I/We

- a) Have withdrawn/ modified/ amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form Bid; or
- b) Having been notified of the acceptance of our bid by the employer/purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance security deposit in accordance with the instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if am/we are not the successful bidder.

Signed: (insert signature of person whose name and capacity are shown)

Name: (insert complete name of person signing the Securing Declaration)

Dated on -----day of ----- (insert date of Signing)

Seal

PART-B

**SPECIAL CONDITIONS &
ADDITIONAL CONDITIONS**

SPECIAL CONDITIONS OF CONTRACT

1.0 SPECIAL CONDITIONS OF CONTRACT

IIM Rohtak is a functional campus and over 2000 residents including students/faculty, supporting staff, etc resides, the contractor must take all necessary precautions to avoid any inconvenience or health hazards during the execution of painting works.

1. The work of repairing & maintenance work in **Defect Liability Period + 2Years** of Maintenance. Rate Quoted by the bidder inclusive of period such that there is no extra payment shall be made for two years of additional maintenance.
2. Security deposit shall be refunded in following manner:
 - 2.1.1. 50% of Security deposit after satisfactorily completion of work as certified by the competent authority.
 - 2.1.2. 25% of Security deposit after satisfactorily completion of Defect Liability Period.
 - 2.1.3. 15% of Security deposit after 1Year from the satisfactorily completion of Defect Liability Period.
 - 2.1.4. 10% of Security deposit after a further 1Year subject to satisfactory completion and no outstanding.
3. Proper masking, soft barricading and linen green netting must be ensured during interior/exterior work.
4. **No work shall be carried out in residential or academic areas during odd hours (i.e., night-time or during ongoing classes) unless prior permission is granted by the competent authority.**
5. The contractor shall maintain cleanliness in and around the work area.
6. All paint containers, waste material, and debris must be disposed of promptly in a safe and environmentally friendly manner.
7. Use of machinery or tools causing excessive noise should be minimized and only operated during approved time slots.
8. Workers must maintain discipline and avoid shouting, playing music, or creating disturbances.
9. The contractor shall coordinate with the concerned department and inform in advance before commencing work in any building or area to avoid disruption of academic or residential activities.
10. If the contractor's labour or staff are staying outside the campus, no transportation charges shall be paid by the Institute under any circumstances. The contractor shall make their own arrangements for pick-up and drop.

11. All labourers and staff deployed at site must carry valid identity proofs (such as Aadhaar Card, Voter ID, etc.) and must be presented to security or concerned authorities whenever requested
12. All workers shall be dressed in proper and adequate clothing, suitable for working within an academic institution. Any indecent or improper appearance, behaviour, or conduct shall lead to immediate removal of the individual from campus premises.
13. The contractor shall ensure that their workers maintain discipline and decorum inside the campus. Any violation of campus rules may result in appropriate action, including penalties or termination of contract.
14. The contractor shall ensure the importance of ensuring that all painting materials used for work within the jurisdiction of the Institute are properly stored and managed. It is essential to take the necessary steps to secure these materials to maintain quality and compliance with our standards. The contractor shall ensure that all painting materials issued for your use are accounted for and stored in accordance as per the direction of Engineer In-Charge.

- 1.0.1 The work shall generally be carried out in accordance with the “CPWD Specifications 2019 Vol. I & II” with up-to-date correction slips, additional/Particular Specifications, architectural/Structural drawings and as per instructions of Engineer-in-Charge. Any additional item of the work, if taken up subsequently, shall also confirm to the relevant CPWD specifications as mentioned above. Working (both Architect and structural) drawings will be released progressively to the contractor commensurate to the construction schedule approved by Engineer-in-Charge.
- a) The several documents forming the tender are to be taken as mutually complementary to one another. Detailed drawings shall be followed in preference to small scale drawings and figured dimensions in preference to scale dimensions.
 - b) In the event of any difference or discrepancy between the description of items as given in the schedule of quantities, particular specifications for individual items of work (including special conditions) and I.S. Codes etc., the following order of preference shall be observed.
 - (i) Description of items as given in Schedule of quantities
 - (ii) Particular specifications
 - (iii) Special conditions
 - (iv) Additional Conditions
 - (v) Tender drawings attached
 - (vi) CPWD Specifications including up-to-date correction slips.
 - (vii) General Conditions of Contract (GCC).
 - (viii) Indian Standards Specifications of B.I.S.
 - (ix) ASTM, BS, or other foreign origin codes mentioned in tender document.
 - (x) Manufacturer's specifications and as decided by the Engineer-in-Charge.
 - (xi) Sound Engineering practices or well-established local construction practices.
 - c) The works to be governed by this contract shall cover delivery and transportation up to destination, safe custody at site, insurance, erection, testing and commissioning of the entire works.

The works to be undertaken by the contractor shall inter-alia include the following:

- (i) Preparation of detailed Shop drawings and As-built drawings wherever applicable.
- (ii) Obtaining of Statutory permissions where-ever applicable and required.
- (iii) Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
- (iv) Warranty obligation for the equipments and / or fittings/fixtures supplied by the contractor. Contractor shall provide all the shop drawings or layout drawings for all the co-ordinated services before starting any work or placing any order of any of the services etc. These shop drawings/layout drawings shall be got approved from Engineer-in-charge before implementation and this shall be binding on the contractor. The contractor shall submit material submittals along with material sample for approval of Engineer-in-Charge prior to delivery of material at site.

LIST OF APPROVED MAKE OF MATERIALS (FOR CIVIL WORKS)

S. No.	Materials	Approved Makes
1.	Cement	ACC, J.K. Cement, Binani, Ambuja, Ultratech Birla Uttam, Vikram, Lafarge India Cement.
2.	Paints, Texuture Paint and Distemper	Asian, Nerolac, ICIDulux, Berger, Jenson & Nic olson, Spectrum.
3.	Water Proofing Cement Paint	Snowcem Plus
4	Ceramic/Vitrified Tiles/Wall Cladding Tiles	Johnson, Kajaria, RAK, NITCO, Restile
5.	Wall Putty	Birla, JK, Asian, Nuvoco.
6.	White Cement	Birla White, JK

Bill of Qunatity for Civil Buildings Repairing & Maintenance Work for Permanent Campus Buildings of Indian Institute of Management, Rohtak at Sunaria Village, Rohtak NIT No.: IIMR/CIVIL/FY2025-26/OTE/P-125 T Dated 23.07.2025 Annexure A						
SR.NO	DSR 2023	ITEM DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	13.11	18 mm cement plaster in two coats under layer 12 mm thick cement plaster 1:5 (1 cement : 5 coarse sand) finished with a top layer 6 mm thick cement plaster 1:6 (1 cement : 6 fine sand).	SQM	698		
2	13.45	Finishing wall with textured exterior paint of required shade				
3	13.45.1	New Work (two or more coat applied @ 3.28 ltr/10 sqm)over and including priming coat of exterior primer appllied @ 2.20 kg /10 sqm	SQM	698		
4	13.80.	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	SQM	31170		
5	13.83	Wall painting with premium acrylic emulsion paint of interior grade, having VOC (Volatile Organic Compound) content less than 50 grams/ litre of approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour				
6	13.83.2	Two coat	SQM	182270		
7	13.85	Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound) content				
8	13.85.3	With water thinnable cement primer on wall surface having VOC content less than 50 grams/litre	SQM	66067		
9	13.87	White washing with lime to give an even shade :				
10	13.87.1	Two coat	SQM	2700		
11	13.88	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	SQM	2700		
12	13.91	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	SQM	329362		
13	13.94	Painting (one or more coats) on rain water, soil waste and vent pipes and fittings with black anticorrosive bitumastic paint of approved brand and manufacture on old work :				
14	13.94.2	100 mm diameter pipes	RM	11000		
15	13.99	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :				
16	13.99.1	One or more coats on old work	SQM	26642		
17	13.110.	Finishing walls with textured exterior paint of required shade				
18	13.110.2	Old work (Two or more coats on existing cement paint surface applied @ 1.82 ltr/10 sqm.	SQM	89200		

19	13.112.	Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade				
20	13.112.2	Old work (Two or more coats applied @ .83 ltr/ 10 sqm) over existing cement paint surface	SQM	31250		
21	14.1	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-Charge.				
22	14.1.1	With cement mortar 1:4 (1 cement : 4 fine sand)	SQM	1455		
23	14.1.2	With cement mortar 1:4 (1cement: 4 coarse sand)	SQM	1665		
24	14.72	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it there after .The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer in-charge .The elevational area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding. sqm 257.95 Note: - This item to be used for maintenance work judicially, necessary deduction for scaffolding in the existing item to be done	SQM	650		
25	15.23	Dismantling tile work in floors and roofs/wall cladding laid in cement mortar including stacking material within 50 metres lead. 15.23.1 For thickness of tiles 10 mm to 25 mm	SQM	221.15		

26	MR	<p>Providing & Fixing 9"x2", 9"x3", 2.25"x15" or 9"x15", 'CERA BRICK', 7mm thick Exterior matt glazed ceramic body wall clading tiles in approved shade with specially designed deep grooves on back side of the tile for superior adhesion. The tile should have excellent water absorption ie between 10-15% from back surface to assist superior adhesive bonding with subtract. The tile weight shall be 1kg / Sqft. and have zero water absorption from top surface and should be efflorescence proof. The tiles should be fixed on surface having rough plaster of cement mortar in 1:3 ratio (1 cement : 3 coarse sand) and tiles should be fixed with 1:1 ratio by volume (1 Cement : 1 Fine sand) and Polymix liquid cement admixture (by Unistone or equivalent make), which should be applied by notch trowel. The tiles can also be applied with one componant tile adhesive Unistone Ultimate or equivalent with notch trowel application. The tile adhesive to be mixed with clean water in 1:3 ratio by weight (1 water : 3 Tile adhesive powder).</p>	SQM	585		
Total Amount (Rupees			Only) Including GST			