

**NATIONAL INSTITUTE OF TECHNOLOGY**



**SILCHAR**

**TERMS & CONDITION  
PRICE SCHEDULE OF QUANTITY**

**1. NAME OF WORK :**

**2. ESTIMATED COST : RS.**

**3. EARNEST MONEY : RS.**

**4. TIME OF COMPLETION**

- \* EMD to be sealed in Envelope No.-1
- \* Pre-qualification of contractors (technical documents) to be sealed in Envelope No.-2
- \* Terms & Conditions, Price Schedule of Quantity to be sealed in Envelope No.-3
- \* Envelope No.- 1, 2 & 3 to be inserted in single envelope properly.
- \* Wax sealed subscription name of work, closing date & name of agency.

**NATIONAL INSTITUTE OF TECHNOLOGY SILCHAR**

ASSAM - 788010 (INDIA)

(An Institute of National Importance)

NAME OF WORK

NIT NO

ISSUED TO

**CONDITIONS FOR SUBMISSION AND ACCEPTANCE OF TENDER PAPERS**

- \*\* Rates are to be quoted both in figure and words.
- \*\* Amount for each item and total amount of tender are to be calculated
- \*\* Earnest Money is to be deposited in the prescribed form of scheduled banks or indicated in NIT and should invariably be submitted in separate cover along with the tender paper.
- \*\* During opening of tender only agency or his authorized representative duly authorized by the agency will be allowed to present
- \*\* All relevant document submitted with the tender should be self attested (by the agency) and on demand original copy must be produce failing which tender will not be considered.
- \*\* Authenticity of signatory (contractor) of tender document will be verified before finalization of tender document

**CONTRACTOR :**

I declare that I have fulfilled all the above condition. In case I fails, my tender may not be considered for acceptance.

(1)

CONTRACTOR

# NOTICE INVITING TENDER

Name of Contractor :

Date of Application & receipt :

Tender issued on :

cost of Tender paper :

Date of receipt of Tender :

Date of opening :

2 [2]

1. Item rate/percentage rate tenders are invited on behalf of the Director from approved and eligible contractors of C.P.W.D., Department of Telecommunications, M.E.S., Railways and State P.W.D for the work of :
  - 1.1 Tenders will be issued to eligible PWD (Assam), C.P.W.D, Railways, MES, P&T contractors provided they produce definite proof in the form of certificates issued by an officer not below the rank of Executing Engineer which shall be similar works of magnitude specified below :
 

Satisfactory completion of three similar works each costing not less than Rs. \_\_\_\_\_ or two similar works of aggregate cost not less than Rs. \_\_\_\_\_ during last \_\_\_\_\_ years under Central/State Govt., Semi Govt. Department. Certificate in proper format to be obtained from officer not below the rank of Executive Engineer.
  2. Agreement shall be drawn with the successful tenderer on prescribed Form which is available in Estate Engineering Branch. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
  3. The time allowed for carrying out the work will be \_\_\_\_\_ months from the \_\_\_\_\_ day after the date of written orders to commence the work or from the first day of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
  4. The site for the work is available.
  5. Receipt of applications for issue of forms will be stopped by 1400 hrs at the specified date. Issue of tender forms will be stopped at the specified date.
 

Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the Estate Engineering branch, NIT Silchar between of 10.00 AM. and 04.00 P.M. everyday except on Sundays and Public holidays. Tender documents will be issued from this office during the hours specified above, on payment of Rs. \_\_\_\_\_ in cash.
  6. The tenderer must produce attested copies of the documents mentioned in the NIT at the time of Submission of application form. The original must be produced on demand.
  7. The contractor is to submit a pre-qualification questionnaire in a separate envelope. The price bid will be opened only for those contractors who are technically qualified as per conditions of NITs.
  8. Tenders, which should always be placed in sealed envelope, with the name of work and due date written on the envelopes, will be received by the Estate Engineering Branch upto \_\_\_\_\_ P.M., on prescribed date and will be opened by authorized representative in this office on the same day at \_\_\_\_\_ P.M.
  9. The tender shall be accompanied by the earnest money as specified in NIT in the shape of Deposit at Call receipt from any scheduled Bank Guaranteed by the Reserve Bank of India, drawn in favour of Director, National Institute of Technology, Silchar - 10 and should be submitted in separate cover along with the sealed tender paper. A contractor exempted from depositing earnest money in individual cases, shall enclose with the tender an attested copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so.
  10. The description of the work is as follows:

Name of the work :

Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above-mentioned officer.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Institute and local conditions and other factors having a bearing on the execution of the work.

11. The competent authority on behalf of Director, NIT Silchar does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without assigning any reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
12. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
13. The competent authority on behalf of Director, NIT Silchar reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
14. The contractor, whose near relative is an employee of this Institute in the rank of Asst. Registrar/ Lecturer or above shall not be permitted to take tender paper for any work. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any employee of this Institute. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
15. No employee of this Institute is allowed to work as a contractor for a period of two years after his retirement from Institute services. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Director, NIT Silchar as aforesaid before submission of the tender or engagement in the contractor's service.
16. The tender for the works shall remain open for acceptance for a period of ninety days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money as mentioned in SI, NO.8. If it appears to the competent authority that any tenderer has quoted a rate meant for sub-standard/unspecified material and because of that the commencement of work gets delayed, then without prejudice to any other right or remedy the tender will be cancelled and whole/part of the earnest money (at least the cost of publication of tender) as decided by the Director will be forfeited.
17. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract consisting of:
  - a) The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

17.1 Standard Agreement Form.

18. Memorandum :

(a) Name of Work :

(b) Estimated Cost :

(c) Earnest Money :

(d) Time of completion :

(e) Mandatory deposit, deduction from Running/Final bill(s) :

- (i) Performance Guarantee : @ 5% (five) of the awarded cost before signing of agreement
- (ii) Security deposit : @ 5% (five) of R/A or final bill(s)
- (iii) ~~ST~~ ST : @ ~~5%~~ of R/A or final bill(s) @ 12%
- (iv) Labour cess : @ 1% (one) of R/A or final bill(s) (more than 10 lakh)

Item No	Item of work	Unit	Per	Rates Tendered Per		
				unit		In Words
				In figures		
Rs.	P.					
	AS PER ENCLOSED PRICE SCHEDULE					

Should this tender be accepted in whole or part, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contracts annexed thereto so far as applicable and/or in default thereof to forfeit and pay to the National Institute of Technology Silchar, the sums of money mentioned in the said condition.

Signature of contractor  
Before submission of tender.

Dated the \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_  
Witness

Signature of Witness to  
Contractor's Signature

Address  
Occupation

The above tender is hereby accepted by on behalf of NIT Silchar.

Dated the \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

Signature of Witness to  
Contractor's Signature

Signature of Director,  
N.I.T. Silchar

## SPECIAL CLAUSE

### 1.0 SECURITY DEPOSIT AND EMD

#### 1.1 (a) PERFORMANCE SECURITY DEPOSIT

The successful tenderer will be required to deposit an amount of 05% (zero five) of the Estimated cost or the quoted amount whichever is higher towards Performance Security Deposit in the form of Bank guarantee from any nationalized Bank at the time of executing agreement with the National Institute of Technology Silchar as performance guarantee. If more than one contractor are found eligible for award of work against a single sub-section, proportionate S.D. will be required to be deposited with the National Institute of Technology Silchar. The Bank guarantee shall be valid for period of 18 (eighteen) months which may be extended at the discretion of the National Institute of Technology Silchar-10.

#### 1.2 (a) RELEASE OF PERFORMANCE SECURITY DEPOSIT

Release of the performance security deposit will be done after 12 months of final acceptance of the work by the National Institute of Technology Silchar.

1.3 The tender will be accepted and contract will be finalized with those of the tenderers who in the opinion of NITS are having the capacity to execute the work in prescribed time and as per specifications.

1.4 If a tender is withdrawn before final acceptance the EMD is liable to be forfeited.

1.5 The NITS reserves the right at its absolute discretion to award the work of a single sub-section to one or more contractors for the interest of service.

1.6 The NITS also reserves the right to accept or reject the tenders of any or more than one or all tenders wholly or in parts without assigning any reason.

#### 1.7 RELEASE OF EMD

(a) The E.M.D of the unsuccessful tenderer will be returned within six months from the date of opening of the tender.

(b) The E.M.D of the successful tenderer will only be released, when the successful tenderer deposits the Security Deposit as mentioned in para 1.1 (a) of the tender document.

(c) Interest will not be paid either on E.M.D or Security Deposit in any case for any period whatsoever.

1.8 E.M.D of the tenderer will be forfeited if the successful tenderer fails to deposit Security deposit within the specified period as per clause 1.1 (a) or fails to execute the agreement within the period specified on his being called upon to do so.

Signature of tenderer with seal

NATIONAL INSTITUTE OF TECHNOLOGY  
SILCHAR - 788010 (ASSAM) INDIA

- (A) Tender for the work of :
- (i) To be submitted by \_\_\_\_\_ hours on \_\_\_\_\_  
(time) (date)
- (ii) To be opened in presence of tenderers who may be present at \_\_\_\_\_ hours  
on \_\_\_\_\_ in the office of Estate Engineering Branch.

Issued to M/s \_\_\_\_\_  
(contractor)

Signature of officer issuing the documents Dean (P&D)

Designation Director/Dean (P&D)/Asst Estate Engineer

Date of issue : \_\_\_\_\_

TENDER

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

I/We hereby tender for the execution of the work specified for the Director, NIT Silchar within the time specified and in accordance in all respects with the specifications, designs drawings and instructions in writing referred to in General Rule and Directions and in the Conditions of contract and with such materials as are approved by the Director by, and in respects in accordance with, such conditions so far as applicable.

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

A sum of Rs. \_\_\_\_\_ is hereby forwarded in call receipt of scheduled Bank as earnest money. If I/we, fail to commence the work specified I/we agree that the Director, NIT Silchar or his authorized officer successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be orders, up to maximum of the percentage mentioned in the conditions of contract and those in excess of the limit at the rates to be determined in accordance with the provision mentioned in the tender form.

I have already furnished security to the Director, NIT Silchar in lieu of earnest money and have deposited with the Director, National Institute of Technology, Silchar a lump-sum security of Rs. \_\_\_\_\_ as earnest money in individual bearing No. \_\_\_\_\_ dated \_\_\_\_\_ the \_\_\_\_\_ Day of \_\_\_\_\_ 20.... against the necessity of depositing earnest money in respect of the above tender for work. I/we agree that should the Director, NIT Silchar or his authorized officer successors in office decide to forfeit earnest money mentioned for this work, unless a sum equal to the earnest money is paid by us forthwith, the competent authority, Director, NIT Silchar may at his option recover it out of the deposit and in the event of deficiency, out of any other money due to me/us under this contract or otherwise.

I/We agree that should I/we fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall absolutely be forfeited to the Director, NIT Silchar and the same may at the option of the competent authority on behalf of the Director, NIT



Silchar be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us, under this contract or otherwise.

Signature of Contractor  
Postal Address & Tele No.

Dated .....

Witness

Address

Occupation

Phone No.

### ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Director, NIT Silchar for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

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

- a) Minutes of the negotiation meeting (copy)

NIT Silchar

## GENERAL TERMS AND CONDITIONS

### **Applicable for Item Rate Tender only**

1. 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 alternation 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 condition 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.

### **Applicable for Percentage Rate Tender only**

- 1A. In case of Percentage rate Tenders, tenderer 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, he will be willing to execute the work. Tenders, which propose any alternation 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 condition 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.
2. 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 forwarded therewith 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 -1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same, without any interest.
3. 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.
4. 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 contractors shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.
5. 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.
6. The tender-ers 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.

- Applicable for Item Rate Tender only
7. 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.
- Applicable for Percentage Rate Tender only  
Applicable for item Rate Tender only
8. 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 contractor in percentage rate tender, shall be accurately filled in figures and words, so that there is no discrepancy. However if the contractor has worked out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures, the percentage which corresponds with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of the tender is not worked out by the contractor or it does not correspond with the percentage written either in figures or in words then the percentage quoted by the contractor in words shall be taken as correct. Where the percentage quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the contractor will, unless otherwise proved be taken as correct and not the amount.
9. 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 satisfaction explanation such tender is liable to be disqualified and rejected.
- Applicable for Item Rate Tender only
10. 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 'Paisa' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
- Applicable for Percentage Rate Tender only
1. O A 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 decimal figures, e.g. 'Rs. 2.15P' and in case of words, the word 'Rupees' should precede and the 'paisa' should be written at the end.

11. The contractor whose tender is accepted, will be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 10% of the tendered value of the work subjected to a maximum of Rs. Five Lakhs. The Security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money if deposited in cash at the time (If tenders, will be treated as a part of the Security Deposit. The Security Deposit Receipt and Guarantee Bonds of a Scheduled bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.
12. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
13. Sales-tax, purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and Institute will not entertain any claim whatsoever in respect of the same.
14. The contractor shall give a list of employees of this Institute related to him.
15. The tender for the work shall not be witnessed by a contractor or contractors who him self/himself has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering as well as witnessing the tender, liable to summary rejection.
16. 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, horticulture work, roads, and paths etc. The tenderer apart from being a registered contractor 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.
17. The contractor shall submit list of works which are in hand (progress) in the following form:

Name of Work	Name and Particular of Division where work is being executed	Value of work	Position of works in progress	Remarks
1	2	3	4	5
	As per original document of tender			

18. 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/Estate officer 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 on behalf of the Director, NIT Silchar and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
  2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
    - i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
    - ii) The Site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
    - iii) The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
    - iv) The Director means the Director NIT Silchar.
    - v) The Engineer-in-Charge means the Engineer Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Director, NIT Silchar.
    - vi) Site Engineers shall mean the Assistant Engineer & Jr. Engineer (Civil) for civil works and Assistant Engineer & Jr. Engineer (Electrical) for electrical works, appointed by the Institute.
    - vii) Accepting authority shall mean the Director, NIT Silchar.
    - 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 Institute, damages from aircraft, acts of God, such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Institute of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Institute's faulty design of works.
    - ix) Market Rate shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus 10% 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.
    - xi) Department means Estate Engineering Branch, NIT Silchar which invites tender on behalf of the Director, NIT Silchar.
    - xii) Tendered value means the value of the entire work as stipulated in the letter of award.

**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. Heading and Marginal notes to these General conditions of Contract shall not be deemed to form part thereof or be taken in to consideration in the interpretation or construction thereof or of the contract.

**Works to be  
carried out:**

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.

**Sufficiency  
of Tender**

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 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.
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 adjust-  
ment of  
rates:**

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 Condition, if any.
  - iii) Drawings.
  - iv) C.P.W.D Specifications.
  - v) Indian Standard Specifications of B.I.S.

- 8.2 If there are varying or conflicting provisions made in anyone 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 work comprised therein according to drawings and specifications or from any of his obligations under the contract. The competent authority reserves the right to include or omit any item of work which is not included in the tender specification but is found to be necessary to execute the work in total. The contractor is bound to carry out the work with this addition/omission at his quoted rates.

**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 thereto.
  - ii) Standard agreement form consisting of (i) NIT, General terms and condition, clause of contract, price schedule of quantity, plan & elevation, minutes of negotiation held with the agency.

## CLAUSES OF CONTRACT

### CLAUSE -1

#### Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit the Institute at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill if the sum along with the sum already deposited as earnest money, will amount to security deposit of 10% of the tendered value of the work subject to a maximum of Ra. 5,00,000/-. Such deductions will be made and held by the 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 Bank securities or fixed deposit receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Institute as part of the 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 defect.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by Institute on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or guarantee Bond in favour of the Director, NIT Silchar or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks (in case of guarantee offered by Scheduled Banks, the amount shall be within the financial limits prescribed by the Reserve Bank of India) or Govt. Securities (if deposited for more than 12 months) endorsed in favour of the Director, NIT Silchar, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

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

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

### CLAUSE -2

#### Compensati on for Delay

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below or such smaller amount as the Director (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/week (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) Completion period (as originally stipulated) not exceeding 3 months @ 1% per day.
- ii) Completion period (as originally stipulated) not exceeding 3 months @ 1% per week.

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 Institute.

### CLAUSE - 3

**When contract  
can be  
determined**

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

- i) If the contractor having been given by the Engineer-in-Charge 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 un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (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 notice in writing of seven days from the Engineer-in-Charge.
- iv) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- v) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.



#### CLAUSE - 4

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

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

#### CLAUSE - 5

Time and  
extension  
for delay

The time allowed for execution of the works shall be the essence of the Contract. The execution of the works shall commence from the 15th Day or such time period as mentioned in letter of Award after the date on which Engineer-in-Charge issues written orders to commence the work or from the date of handing over the site which ever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the Institute shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

5.1 As soon as possible after the Contract is concluded the Contractor shall submit a Time and Progress Chart and get it approved by the Department. 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 or sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the contractor.

5.2 If the work(s) be delayed by:

- i) Force majeure, or
- ii) Abnormally bad weather, or
- iii) Serious loss or damage by fire, or
- iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work or
- v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the contract.

Then upon the happening of any such event causing delay the contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

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

5.4 In any such case the authority may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. But compensation in any form during such extended period is not admissible. Non application by the contractor for extension of time shall not be a bar of giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

**CLAUSE - 6**

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

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

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge 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 the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his 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 measurements, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his 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 the Engineer-in-Charge 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 the Engineer-in-Charge consent being obtained in writing the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowances shall be made for such work of the materials with which the same was executed.

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

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

#### Clause: 6A

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

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all 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 Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections, and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge 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 the Engineer-in-Charge 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 department a computerized measurement book, duly bound and with its pages machine numbered. The Engineer-in-Charge and / or- his authorized representative would thereafter check this MB, and record the necessary certificates for their checks / test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages 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 cancelled by the department. Thereafter, the MB shall be taken in the Division Officer records, and allotted a number as per the Register of computerized MBs. This should be done before the corresponding bill is submitted to the Division Officer for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various Officers of the department.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered alongwith two spare copies of the "bill. Thereafter, this bill will be processed by the Division Office 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/levies by the Engineer-in-Charge 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 notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his 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 the Engineer-in-Charge 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 the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department 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 defects 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 Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less, than the amount specified in Schedule in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delay on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 15th working day after the day of presentation of the bill by the contractor to the Engineer-in-Charge or his Asst. Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of work outside the headquarters of the Engineer-in-Charge the period of ten working days will be extended to fifteen working days.

All such interim payments shall be regarded as payment by way of advances against final payment and shall not preclude the requirement of true, sound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payment s be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

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

The Engineer-in-Charge in his sole discretion on the basis of certificate from the Asst. Engineer to the effect that the work has been completed upto the level in question make interim advance payments without detailed measurements for Work done (other than foundations, items to be covered under finishing items) upto lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

#### CLAUSE - 8

Completion Certificate and Completion Bill

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

#### CLAUSE - 8A

Contractor to keep site clean

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

#### CLAUSE - 8B

Completion Plans to be submitted by the contractor

The contractor shall submit completion plan as required vide General Specifications for Electrical works (part-I internal) 1972 and (Part-II External) 1974 as applicable 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. 15,000.00 (Rupees fifteen thousand only) as may be fixed by the Director and in this respect the decision of the Director shall be final and binding on the contractor.

#### CLAUSE - 9

Payment of Final Bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. 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.

#### CLAUSE - 9A

Payment of Contractor's Bills to Banks

Payments due to the contractor will be made in the name of this firm by account payee cheque.

#### CLAUSE-10

Materials supplied by Institution

Materials which will be supplied by the Institute will specify the quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-Charge.

As soon as the work is awarded, the contractor shall finalize the programme for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/or schedule of quantities of the work. The contractor shall give in writing his requirement of the Engineer-in-Charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer-in-Charge. In accordance with the agreed phased programme of work indicating monthly requirements of various materials. The contractor shall place his order in writing for issue of such materials at least 7 days in advance of his requirement.

Such materials shall be supplied for the purpose of the contractor only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in terms of work (including normal wastage) for which payment is being made to the contractor from any sum then due or which may therefore become due to the contractor under the contract or otherwise or from the security deposit. At the time of submission of bills the contractor shall certify that balance of materials supplied is available at site in original good condition.

The contractor shall submit alongwith every running bill (an account or interim bill) materialwise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (detailed section-wise in the case of steel) and resulting variations and reasons therefor. Engineer-in-Charge shall (whose decision shall be final and binding on the contractor) within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall bear the cost of getting the material issued, loading, transporting to site, ... unloading, storing under cover as required cutting assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contract and (or the CPWD Code) all stores/materials so supplied to the contractor or procured with the assistance of the Institution shall remain the absolute property of institution and the contractor shall be the trustee of the stores/materials, and the said stores/materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-Charge or his authorized agent. Any such stores/ materials remaining unused shall be returned to the Engineer-in-Charge in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall require, but in case it is decided not to take back the stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/materials.

On being required to return the store-/materials, the contractor shall hand over the stores/ materials on being paid or credited such price as Engineer-in-Charge shall determine, having due regard to the condition of the stores/materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licences or permit and/ or for criminal breach of trust, be liable to Institution for all advantage or profits resulting or which in the usual course would, have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Institution within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 months whichever is more. If the time of completion of work exceeds 12 months but if a part of the materials only has been supplied within the aforesaid period then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-Charge whose decision in this regard shall be final and binding on the contractor.

The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good/original condition at the time of completion or determination of the contract shall be returned to the Engineer-in-Charge at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra load, if any involved, beyond the original place of issue.

#### CLAUSE -10A

The contractor shall, at his own expense, provide all materials, required for the work. The contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within 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 forthwith arrange to supply to the Engineer-in-Charge for his approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.



The contractor shall at his risk and cost submit the samples of materials to be tested, or 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 the Engineer-in-Charge. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost testing unless specifically provided for otherwise elsewhere in the contractor specifications. The Engineer-in-Charge 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.

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

#### CLAUSE-10B

##### Secured Advance on Non-perishable materials

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

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

##### Mobilization advance

ii) Grant of mobilization advance to the contractors for executing capital intensive works. In respect to certain specialized and capital intensive works with estimate cost put to tender RS.2.00 crores and above, provision of mobilization advance may be kept in the tender documents. Chief Engineers should use their discretion carefully in deciding whether any particular work shall be considered as specialization or capital intensive one. Applicability or otherwise of relevant clause of GTC shall be clearly indicated in Schedule 'f', while finalizing NIT of a particular work.

Plant & machinery advance

⊙ The Mobilization advance limited to 10% of tendered amount at 10% simple interest can be sanctioned to the contractors on specific request as per term of the contract.

(i) The mobilization advance shall be released only after obtaining a bank Guarantee bond from a schedule bank for the amount of advance to be released and valid for the contract period. This shall be kept renewed time to time to cover the balance amount and likely period to complete recovery together with interest. (Modified as per OM/MAN/160). The advance should be released in not less than two instalments. The interest on the advance shall be calculated from the date of payment to the date of recovery, both days inclusive.

(ii) It shall be ensured that at any point of time, Bank Guarantee is available for the amount of outstanding advance. (Modified as per OM/MAN/160)

(iii) The recovery should be commenced after 10% of work is completed and the entire amount together with interest shall be recovered by the time 80% of the work is completed.

(iv) contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent instalments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier instalment to the entire satisfaction of the Engineer-in-Charge.

Mobilization advance shall be admissible only for works where estimated cost put to tender is rupees two crores & above.

(v) An advance for plant & machinery required for the work and brought to site by the contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery which in the opinion of the Engineer-in-Charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% percent of the estimated cost put to tender or 5% of tender value whichever is less. In the case of new plant and equipment to be purchased for the work the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-Charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer-in-Charge. The contractor shall, if so required by the Engineer-in-Charge, submit the statement of value of such old plant and equipment duly approved by a Registered Valuer recognized by the Central Board of Direct Taxes under the Income-Tax Act, 1961. No such advance shall be paid on any plant and equipment to perishable five percent of such amount of advance shall be paid after the plant & equipments brought to site and balance twenty five percent on successfuly commissioning the same.

This advance shall further be subject to the condition that such plant and equipment\* (a) are considered by the Engineer-in-Charge to be necessary for the works; (b) and are in and are maintained in working order; (c) hypothecated to the Institute as specified by the Engineer-in-Charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer-in-Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum. For this purpose steel scaffolding and form work shall be treated as plant and equipment.

Interest & recovery

The contractor shall insure the Plant and Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurers will be borne by the contractor.

b) The mobilization advance and plant and machinery advance in (i) & (ii) above bear simple .0 interest at the rate of ~~ten~~ per cent per annum, and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractor's bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount upto the date of recovery of the installment.

If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (i) and (ii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of the Engineer-in-Charge.

Payment on  
Account of  
Increase in  
Prices/Wages  
due to Statutory  
Order(s)

#### CLAUSE 10C

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer in-Charge's stores in accordance with Clause 10 thereof and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes of rate in sales tax / VAT, Central /State Excise/ Custom Duty) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period (including the Justified period extended under the provisions of clause 5 of the contract without any action under Clause 2, then the amount of the contract shall accordingly be varied and provided further that any such small increase shall be limited to the price/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material-supplied from the Engineer in-Charge's stores in accordance with Clause 10 thereof) and/or wages of Labour as prevailing at the time of last stipulated date of receipt of tender including extensions, is any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/VAT, central/ State Excise/Custom Duty), Government shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and not being material supplied from the Engineer-in-charge's stores in accordance with Clause 10 hereof and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the price of the materials and /or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

Engineer -in-charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages. The contractor shall within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

For this purpose, the labour component of the work executed during period under consideration shall be the percentage as specified in Schedule F, of the value of work done during that period and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled adult male mazdoor, fixed under any law, statutory rule or order.

#### CLAUSE 10 CA

if after submission of the tender, the price of materials specified in schedule F increases/ decreases beyond the price (s) prevailing at the time of the last stipulated date for receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of Contract including the justified period extended under the provisions of Clause 5 of the contract without any action under clause 2.

However for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

Payment due  
to variation in  
prices of  
materials  
after receipt  
of tender

The increase/decrease in prices of cement, steel reinforcement and structural steel shall be determined by the Price Indices issued by the Director General (Works), CPWD. For other items provided in the Schedule 'F', this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and base price for cement, steel-reinforcement and structural steel as issued under the authority of Director General (Works) CPWD applicable for Delhi including, Noida, Gurgaon, Faridabad & Ghaziabad and for other places as issued under the authority of Zonal Chief Engineer, CPWD and base price of other materials issued by concerned Zonal Chief Engineer as indicated in Schedule 'F' as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed.

The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material :-

Adjustment for component of individual material

$$V = P \times Q \times \frac{CI - CI_0}{CI_0}$$

where,

- V = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.
- P = base Price of material as issued under authority of DG (W) CPWD or concerned zonal chief Engineer as indicated in Schedule 'F' valid at the time of the last stipulated date of receipt of tender including extensions, if any
- Q = Quantity of material brought at site for bonafide use in the works since previous bill.
- CI<sub>0</sub> = Price index for cement, steel reinforcement bars and structural steel as issued by the DG(W), CPWD as valid on the last stipulated date of receipt to tenders including extensions, if any. For other items, if any, provided in Schedule 'F', All India wholesale Price Index for the material as published by the Economic Advisor to government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.
- CI = Price Index for cement, steel reinforcement bars and structural steel as issued under the authority of DG(W), CPWD for period under consideration. For other items, if any, provided in Schedule 'F', All India wholesale Price Index for the material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

Note: (i) in respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.

Provided: always that provisions of the preceding clause 10C shall not be applicable in respect of Materials covered in this clause.

- (ii) If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier or such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.

Payment due to Increase/Decrease in Prices/Wages (excluding materials covered under clause 10 CA) after Receipt of Tender for Works

#### CLAUSE 10CC

if the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contract 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. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule 'F'. Such compensation for escalation in the prices of materials and labour, 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.

10. The cost of work on which 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 (A-B) : (C)
- (d) Full assessed value of Secured Advance (excluding materials covered under Clauses 10 CA) fresh paid in this quarter : (D)
- (e) Full assessed value of Secured Advance (excluding materials covered under Clauses 10 CA) recovered in this quarter : (E)
- (f) Full assessed value Secured Advance for which escalation is payable in this quarter (D-E) : (F)
- (g) Advance payment made during this quarter : (G)
- (h) Advance payment made recovered during this quarter : (H)
- (i) Advance payment for which escalation is payable in this quarter (G-H) : (I)
- (j) Extra Items/deviated quantities of items paid as per Clause 12 based on prevailing market rates during this quarter : (J)

$$\text{Then, } M = C + E + I - J$$

$$N = 0,85 M$$

- (k) Less cost of material supplied by the department 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 :

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

- (m) Components for materials (except cement, reinforcement bars, structural steel or other materials covered under clause 10 CA) labour, P.O.L. etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers including in Schedule 'E'. The decision of the Engineer-in-charge in working out such percentage shall be binding on the contractors.
- (n) The compensation for escalation for other materials (excluding cement, reinforcement bars, structural steel or other materials covered under clause 10 CA) and P.O.L. shall be worked as per the formula given below :

- (a) Adjustment for civil component (except cement, structural reinforcement bars and other materials covered under clause 10CA) electrical component of construction 'Materials'

$$V_m = W \times \frac{X_m}{100} \times \frac{M_1 - M_0}{M_0}$$

$V_m$  = variation 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 (b) Clause 10CC.

$X_m$  = Component of materials (except, cement, structural steel reinforcement bars and other materials covered under clause 10CA) expressed as percent of the total value of work.

$M$  = All India Wholesale Price Index for civil component & electrical component\* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities Group Items for the period under consideration as published Economic Advisor to Govt. of India, Ministry of Industry Commerce and applying weightages to the individual commodities Group Items. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time stipulated date of completion or the prevailing index of the period under consideration, whichever, is less, shall be considered.)

- M** = All India Wholesale Price Index for civil component/ electrical component of construction material as worked out on the basis of all India Wholesale Price Index for Individual Commodities/Group Items valid on the stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry Commerce and applying weightages to the Individual commodities/ items.

**Note:** relevant component only will be applicable.

**(b) Adjustment for component of 'POL'**

$$V_f = W \times \frac{Z}{100} \times \frac{F_1 - F_0}{F_0}$$

- V<sub>f</sub>** = Variation in cost of Fuel, Oil & Lubricant i.e. increase or decrease the amount in rupees to be paid or recovered.
- W** = Cost of Work done worked out as indicated in sub-para (ii) of C 10CC.
- Z** = Component of Fuel, Oil & Lubricant expressed as percent of the value of work.
- F** = All India Wholesale Price for Fuel, Oil & Lubricant for the under consideration as published by Economic Advisor to govt. of Ministry of Industry & Commerce New Delhi. (In respect of the justice period extended under the provisions of clause 5 of the contract w..... any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period consideration whichever is less, shall be considered.)
- F** = All India wholesale Price Index for Fuel, Oil & Lubricant valid on the stipulated date of receipt of tender including extension, if any.

(v) The following principles shall be followed while working out the indices mention.... para (iv) above.

- (a) The compensation for escalation shall be worked out at quarterly intervals and be with respect to the cost of work done as per bills paid during the three ..... months of the said quarter. The first such payment shall be made at the end of months after the month excluding the month in which tender was accepted thereafter at three months interval. At the time of completion of the work, the period for payment might become less than 3 months, depending on the actual..... of completion.
- (b) The index (M/FI etc.) relevant to any quarter/period for which such compensa paid shall be the arithmetical average of the indices relevant to the threecal..... months. If the period up to date of completion after the quarter covered by the such instalment of payment, is less than three months, the index MI and FI sh..... 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 below :-

$$V_l = W \times \frac{Y}{100} \times \frac{L_1 - L_0}{L_0}$$



- V: Variation in labour cost i.e. amount of increase or decrease in rupees be..... paid or recovered.
- X: Value of work done, worked out as indicated in sub-para (ii) above.
- Y: Component of labour expressed as a percentage of the total value of the work.
- L: 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. (In respect of the justified period extended under the provisions of clause 5 of the contract without an action under clause 2, the minimum wages prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of completion or the minimum wage prevailing on the last date of the quarter previous the one under consideration, whichever is less, shall be considered)
- L<sub>1</sub>: 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 receipt of tender including extension, if any.
- (vi) The following principles will be followed while working out the compensation as per sub-para (v) above.
- The minimum wage of an unskilled male mazdoor mentioned in sub-para (v).....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 worked and the period of reckoning.
  - The escalation for labour also shall be paid at the same quarterly intervals when.....escalation due to increase in cost of materials and/or P.O.L. is paid under this intervals the escalation compensation shall be payable at revised rates only for work done in subsequent quarter.
  - 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.
- (vii) In the event the price of materials and/or wages of labour required for execution the work decrease/s, there shall be a downward adjustment of the cost work 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 herein before stated under this Clause 1 DCC shall *mutatis mutandis* apply, provided that:
- No such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period 'F',
  - The Engineer-in-charge shall otherwise be entitled to try down the procedure by which the provision 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) Provided always that :
- Where provisions of clause 1 DCC are applicable, provisions of clause 1 DC will not be applicable but provisions of clause 1 DCA will be applicable.
  - Where provisions of clause 1 DCC are not applicable, provisions of clause 1 DC and 1 DCA will become applicable.

**Clause 10B (ii)**

Whether Clause 10 B (ii) shall be applicable  yes / No

**Clause 10C**

Component of labour expressed as percent of value of work = %

**Clause 10 CA**

Materials Covered under this clause:	Nearest Materials (other than cement, reinforcement bars and structural steel) for which All India, Wholesale Price Index to be followed:	Base Price of all the Materials covered under clause 10 CA*
1. TMT bar producing by primary producer	NA	Rs. 55.00/Kg
2. TMT bar producing by secondary producer,	NA	Rs. 49.50/Kg
3. Structural steel producing by primary producer	NA	Rs. 52.00/Kg
4. Structural steel producing by secondary producer.	NA	Rs. 47.00/Kg
5. OPC 43 Grade Cement	NA	Rs. 620.00/Kg

\* Base price of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT.

**Clause 10CC**

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column \_\_\_\_\_ months\*

Schedule of component of other Materials, Labour, POL etc. for price escalation.

Component of civil (except materials covered under clause 10CA)  Xm  
Electrical construction Materials expressed as percent of total value of work. .... %

Component of Labour -  Y  
expressed as percent of total value of work. .... %

Component of P.O.L.-  Z  
Expressed as percent of total value of work. .... %

- v) The said bank guarantee for advances shall initially be made for the full amount and valid for the contractor period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.

#### CLAUSE -10C

Dismantled  
Material  
Govt. Property

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

#### CLAUSE-11

Work to be  
executed in  
accordance  
with  
specifications,  
drawings,  
orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and workman like 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 the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications.

#### CLAUSE -12

Deviations/  
Variations  
Extent and  
Pricing

The Engineer-in-Charge shall have power (i) to make alternation in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be, necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alternations 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 the main work except as hereafter provided.

12.1.1 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 and further additional time as may be considered reasonable by the Engineer-in-Charge.

12.1.2 Rates for such altered, additional or substituted work shall be determined by the Engineer-in-Charge as follows:

- i) If the rate for altered, additional or substituted work is specified in the schedule of quantities, the contractor shall carry out the altered, additional or substituted items at the same rate. In the case of composite tenders, where two or more schedules of quantities may form part of the contract, the applicable rate shall be taken from the schedule quantities of that particular part.

in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other schedules of quantities.

- (f) If the rate for any altered, additional, or substituted item of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedule of quantities form part of the contract, the rate shall be derived from the nearest similar item in the schedule of quantities of the particular part of works in which the deviation is involved failing that from the lowest of the nearest similar items in other schedule of quantities.
- (g) If the rate for altered, additional or substituted item of work cannot be determined in the manner specified in sub-para (f) and (i) above then such item of works shall be carried out at the rate entered in schedule of rates mentioned schedule plus/minus the percentage by which the tendered amount of the works actually awarded is higher or lower than the corresponding estimated amount of the works actually awarded.
- (h) If the rate for any altered, additional or substitute item of work cannot be determined in the manner specified in sub para (f) and (g) above, then the rate for such item of work shall be derived from the schedule of rates specified in sub para (h) above plus/minus the percentage mentioned in that sub-para. In the case of materials issued by the Institution, issue rates of materials, with storage charges recovered, enhanced by two and a half per cent for profits and overheads shall be adopted in place of schedule rate plus percentage specified in sub-para (g). Provided always that if rate(s) for part(s) of the item(s) are not available in the schedule of rates specified above, rate for part(s) of such item(s) shall be determined on the basis of marked rate(s) prevailing during the fortnight following the date of the order plus ten percent for profit and overhead.
- (i) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-para (f) to (h) above, the contractor shall, within 15 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-Charge shall, within three months thereafter, after giving due consideration to the rate claimed by the contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in-Charge on the basis of market rate (5).
- (j) A) Except in case of items relating to foundations as it exists at the time of commencement of work (see vi B below), provisions contained in sub clauses (f) to (v) above shall not apply to contract, altered or substituted items as individually exceed the deviation limit specified in schedule subject to the following :

- (a) Deviation limit shall apply to individual items.
- (b) The value of additions of items, of any individual trade not already included in the contract, shall not exceed 10% of the Tendered value of work, subject to overall deviation limit as provided in vi(A) above.

Provided further that in case where the original item is substituted, the substituted item shall be deemed to have replaced the original item in the contract itself to that extent and above provisions pertaining to the deviations shall apply with respect to such substituted item and not the original item.

- vi) B) In case of items relating to foundations as it exists at the time of commencement of work, quantities of which may change due to site conditions, provisions contained in sub-clause (i) to (v) above shall not apply to:
  - (a) Value of any item of any individual trade which exceed by more than the percentage mentioned in schedule of the value of that trade, included in the contract, as a whole, unless the contractor and the Engineer-in-Charge agree to a higher percentage of any particular item.
  - (b) The value of item not included in the contract in excess of 10% of the Tendered value of work.

Note: Individual trade means the sub-heads into which the schedule of quantities as provided in the contract has been divided and in the absence of any such provision in the contract sub heads as given in the schedule of rates.

12.2 In the case of contract items, substituted items, contract can substituted items or additional items which exceed the limits laid down in sub para (vi) of condition 12.1.2 above, 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 or those derived in accordance with the provisions of sub para (i) to (iv) of conditions 12.1.2. by more than five percent, the Engineer-in-Charge shall within three months 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 if the rates so determined exceed the rates specified in the schedule of quantities or those derived in accordance with the provisions of sub para (i) to (iv) of condition 12.1.2 by more than five percent, the contractor shall be paid in accordance with the rates so determined. In the event of the contractor failing to claim revision of rates within the stipulated period, or if the rates determined by the Engineer-in-Charge within the period of three months of receipt of the claims supported by analysis are within five percent of the rates specified in the schedule of quantities or of those determined in accordance with the provisions of sub para (i) to (iv) of condition 12.1.2. the Engineer-in-Charge shall make payment at the rates as specified in the schedule of quantities or those already determined under sub para (i) to (iv) of condition 12.1.2 for the quantities in excess of the limits laid down in sub para (vi) of condition 12.1.2.

12.3 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 sub para (vi) of condition 12.1.2. provided that such decrease is more than five per cent of rates specified in the schedule of quantities or of those derived in accordance with the provisions of sub para (i) to (iv) of condition 12.1.2. and the Engineer-in-Charge may after giving notice to the contractor within two months of receipt of order by the contractor or occurrence of the excess and after taking into consideration any reply received from him within fifteen days of receipt of the notice revise the rates for the work in question within two months of expiry of the said period of fifteen days having regard to the market rates.

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

12.5 For the purpose of operation of Clause 12.1.2. (vi) the following works shall be treated as works relating to foundation :

- i) For buildings, compound walls plinth level or 1.2 meters (4 feet) above ground level whichever is lower excluding items of flooring and DPG but including base concrete below the floors.
- ii) For abutments, piers, retaining walls of culverts and bridges, walls of waters reservoirs the bed of floor level.
- iii) For retaining walls where floor level is not determinate 1.2 metres above the average ground level or bed level.
- iv) For roads all items of excavation and filling including treatment of sub-base.

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 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

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

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

- i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office, storage accommodation, water storage tanks.
- ii) Institution shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, Institution shall be bound to take over the materials or such portions thereof as contractor does not desire to retain. For materials taken over or to be taken over Institution cost of such materials as detailed by Engineer-in-Charge 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 custody of the contractor.
- iii) If any materials supplied by the Institution are rendered surplus, the same except normal wastage shall be returned by the contractor to Institution 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 custody of the contractor. In addition, cost of transporting such materials from contractor to Institution stores, if so required by Institution, shall be paid.
- 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 either of the said places, no cost of transportation shall be payable.
- v) Reasonable compensation for repatriation of contractor's site staff and imposition of labour to the extent necessary.

The contractor shall, if required by the Engineer-in-Charge, 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 of the work as per accepted tender less the cost of work actually executed under contract and less the cost of contractor's materials at site taken over by the Institution per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge 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 are recoverable by the Institution from the contractor under the terms of the contract.

#### CLAUSE -14

Cancellation  
of contract in  
full or part

If contractor:

- i) At any time makes default in proceeding with the contract or any part of the work or does not exercise the due diligence and continues to do so after a notice in writing of 7 days from Engineer-in-Charge; or

- ii) Commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- iii) Falls to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or
- iv) Shall offer or give or agree to give to any person in Institute service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forbore to do any action relation to the obtaining or execution of this or any other contract of the Institute; or
- v) Shall obtain a contract with Institute as a result of wrong tendering or other nonbonafide methods of competitive tendering; or
- vi) Being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceeding 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, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- vii) Assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Accepting Authority;

Any Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Institute, by a notice in writing to cancel the contract as a whole or only such items of work in default from the Contract. The Engineer-in-Charge shall on such cancellation by the Accepting Authority have powers to:

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

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

Any excess expenditure incurred or to be incurred by Institute in completing the works or part of the works or the excess loss or damages suffered or may be suffered by Institute as aforesaid after allowing such credit shall without prejudice to any other right or remedy available



to institute in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

#### CLAUSE -15

#### Suspension of work

- i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider or necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
- a) on account of any default on the part of the contractor or;
  - b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
  - c) for safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.
- ii) If the suspension is ordered for reasons (b) and (c) in sub para (i) above:
- a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
  - b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.
- iii) If the work or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time except when suspension is ordered for reason (a) in sub para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge 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 institution or where it affects whole of the works, as an abandonment of the works by institution shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by institution, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall,

however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

Provided, further, that the contractor shall not be entitled to claim any compensation from Institution for the loss suffered by him on account of delay by Institution in the supply of materials in schedule where such delay is covered by difficulties relating to the supply of wagons, force majeure including non-allotment of such materials by controlling authorities, acts of God, acts of enemies of the state/country or any reasonable cause beyond the control of the Institution.

#### CLAUSE -16

Action in case work not done as per specifications

All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Engineer-in-Charge, his authorized subordinates in charge of the work and all the superior officers, officer carrying out the test measurement 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.

In such case as work is not done as per specification, the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduce rate as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

#### CLAUSE -17

Contractor liable for damages, defects during maintenance period

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cable, 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 (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge 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 the

Engineer-in-Charge 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 hereafter 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 (six months in the case of work costing Rs. ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

#### CLAUSE -18

Contractor to supply tools & plants etc.

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

#### CLAUSE -18A

Recovery of compensation paid to work man

In every case in which by virtue of the provisions sub-section (a) of section 12 of the workmen's compensation Act 1923, Institution is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Institution will recover from the contractor the amount of the compensation so paid; and, without prejudice to the rights of the Institution under sub section (2) of section 12, of the said Act, Institution 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 Institution to the contractor whether under this contract or otherwise. Institution shall not be bound to contest any claim made against it under sub section (1) section 12, of the said Act, except on the written request of the contractor and upon his giving to Institution full security for all costs for which Institution 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, Institution 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 said Act and the rules under Clause 19H or under the CPWD Contractors Labour Regulations, or under the Rules framed by the Institute time to time for the protection of health and sanitary arrangements for workers employed by CPWD Contractors, Institution will recover from the contractor the amount of wages so paid or the amount

of expenditure so incurred; and with prejudice to the rights of the Institution under sub-section (2) of section 20, and sub-section (4) of section 21, of the contract labour (Regulation and Abolition) Act, 1970, institution 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 Institution to the contractor whether under this contract or otherwise Institution 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 given to the Institution full security for all costs for which Institution might become liable in contesting such claim.

#### CLAUSE -19

Licence to be obtained by the contractor

The contractor shall obtain a valid licence under the contract labour (R&A) Act 1970, and the contract labour (R&A) 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.

Any failure to fulfill this requirement 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 subcontractors, wages not less than fair wages as defined in the CPWD contractor's Labour Regulations or as per provisions of the Contract Labour (R&A) Act 1970 and the contract labour (R&A) Central Rules, 1971, wherever applicable.
- ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid 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 CPWD 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 unauthorisedly 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 (R&A) Act 1970, and the Contract Labour (R&A) Central Rules, 1971, wherever applicable.
- iv) (a) The Engineer-in-Charge 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-fulfillment

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 the Engineer-in-Charge 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 the Engineer-in-Charge 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 (R&A) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- vi) The contractor shall indemnify and keep indemnified his/her against payments to be made under and for the observance of the laws aforesaid and the CPWD 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 wages of workmen.

#### CLAUSE -19C

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 at his own expense arrange for the safety provisions as per CPWD Safety Code framed from time to time and shall at his own expense provide for all facilities in connection herewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs. 2000/= for each default and in addition the Engineer-in-Charge 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 the Engineer-in-Charge 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 damages 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. 2000/- for each default or materialy incorrect statement. The decision of Director shall be final in deduction 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 Government 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 - upto 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 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 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 provision of the CPWD, 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 for the above regulations and rules which materially incorrect, he/they shall, without prejudice to any other liability, pay to the Institution 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 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the CPWD contractor's labour regulations and model rules and the provisions of the Contract Labour (R&A) Act 1970, and the Contract Labour (R&A) central rules 1971, for the protection of health and sanitary arrangements for workpeople employed by the contractor(s) (hereinafter referred "the said Rules") the Engineer-in-Charge 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 fall within the period specified in the notice to comply with and to observe the said Rules and to provide the amenities to the work people as aforesaid, the Engineer-in-Charge 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, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) approved standards within the period specified in the notice, the Engineer-in-Charge 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 (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.

- i) a) The minimum height of each hut at the eaves level shall be 2.10m (7ft) and the floor area to be provided will be at the rate of 2.7 sq. 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 minimum area of 1.80m X 1.50m (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.

- (i) (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or othersuitable local materials as may be approved by the Engineer-in-Charge.

In case of sun-dried bricks, the walls should be plastered with mud gobi on bothsides. The floor may be kutch a but plastered with mud gobi and shall be at least 15cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge 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 (8 yards) between the rows of huts which may be reduced to 6m (20ft) according to the availability of site with the approval of the Engineer-in-Charge back to back construction will be allowed.

- (ii) **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 purpose 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 pipe lines for water supply to his/their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.

- (iv) (v) The site selected for camp shall be high ground, removed from jungle.

**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 directly 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 surface 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

The Engineer-in-Charge 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 forthwith comply with such requirements.

#### CLAUSE - 19J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by any body unauthorisedly during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge 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 Director whose decision shall be final both with regard to the

justification and quantum and be binding on the contractor. However, the Director, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

#### CLAUSE - 20

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

The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge, 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 offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Institute/Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Director shall have power to adopt any of the courses specified in Clause 3 thereof as he may deem best suited to the interest of Institute and in the event of any of those courses 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 and loss without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

#### CLAUSE - 23

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge 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 and in such case such approval

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Minimum wages act to be complied with

Work not to be sublet Action in case of insolvency

Changes in firm's constitution

to be  
intimated

aforesaid shall likewise be obtained before the contractor enters into any partnership agreement whereunder 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 the Engineer-in-Charge 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  
firm's  
constitution  
to be  
intimated

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 hereinafter:

#### CLAUSE - 26

Contractor to  
Indemnify  
Govt.  
against plant  
rights

The contractor shall fully indemnify and keep indemnified the Director against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part 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 arise therefrom, provided that the contractor shall not be liable to indemnify the Director if the infringement of the patent or design, or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

#### CLAUSE - 27

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

#### CLAUSE - 28

Action  
where

In the case of any class of work for which there is no specifications, such work shall be carried out in accordance with the C.P.W.O Specifications. In case there is no such specifications in C.P.W.O, the work shall be carried out as per Bureau of Indian Standards Specifications, if not

specifications  
are  
specified

available then as per Manufacturers Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with instructions and requirements of the Engineer-in-Charge

#### CLAUSE - 29

With-holding and  
line in respect of  
sums 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, the Engineer-in-Charge or the Institute shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the Institute shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the 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 the Engineer-in-Charge of the Institute or any contracting person through the Engineer-in-Charge pending finalization or adjudication of any such claim.

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

- (ii) Institution 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 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 the 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 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 Director or the Engineer-in-Charge on the one hand and the contractor on the other under any term of the contract permitting payment for Work after assessment by the Director or the Engineer-in-Charge

#### CLAUSE - 29A

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 the Engineer-in-Charge of the Director or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Director or such other person or persons in respect of payment of sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the Director or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Director will be kept withheld or retained as such by the Engineer-in-Charge or the Director 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 damage 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 local 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 32km (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 Engineer-in-Charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to Institute a sum calculated at the rate of Rs. 101- per day per labourer. The certificate of the Engineer-in-Charge 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 Dhanabad, Hazaribagh, Jamtara - a Sub-Division under Santhal Pargana Commissioner, 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 Director, NITS.

### 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 sufficient for construction purposes to the satisfaction of the Engineer-in-Charge.
- ii) The Engineer-in-Charge 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 the Engineer-in-Charge, unsatisfactory.

### CLAUSE-31A

Departmental  
water supply, if  
available

Water if available may be supplied to the contractor's site in department subject to the following conditions:

- (i) The water charges @1% shall be recovered on the amount of the work done.
- (ii) The contractor(s) shall make his/their own arrangements for water connection and laying of pipelines from existing main of source of supply.
- (iii) The Department 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 does not stop for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

### CLAUSE - 32

Alternate  
water arrange-  
ments

- (i) Where there is no piped water supply arrangement in the Institute water is taken by the contractor from the wells or hand pump constructed in 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 be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on that 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 with the prior permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to make necessary safety arrangements to avoid any accidents or damage to any buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the well and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

#### CLAUSE - 33

##### Return of surplus materials

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Institute either by issue from Institute stocks or purchase made under orders or permits or licence issued by Institute the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the Institute and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever or being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of each of the aforesaid conditions 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 and machinery

- (i) The contractor shall arrange at his own expense all tools, plant, machinery, and equipment (hereinafter referred to as T&P) required for execution of the work except for the plant and machinery listed in schedule and stipulated for issue to the contractor. If the contractor requires any item of T&P on hire from the T&P available with Institute over and above the T&P stipulated for issue, the Institute will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer-in-Charge. In such a case all the conditions hereunder for issue of T&P shall also be applicable to such T&P as is agreed to be issued.
- (ii) Plant and machinery when supplied on hire charges shown in schedule shall be made over and taken back at the departmental equipment yard/shed shown in schedule and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same, soon after the completion of the work for which it was issued. The Estate Officer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
- (iii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the Department.
- (iv) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over upto and inclusive of the date of the

return in good order even though the same may not have been working for any cause except major breakdown due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer-in-Charge when any plant or machinery gets out order requiring major repairs as aforesaid. The Engineer-in-Charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the breakdown before lunch period or major breakdown will be computed considering half a day's breakdown on the day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause the decision of the Director shall be final and binding on the contractor.

- (v) The hire charges shown above are for each day of 8 hours (inclusive of the one hour lunch break) or part thereof
- (vi) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, firewood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying the Department against any loss or damage caused to the plant and machinery either during transit or at site of work.
- (vii) Ordinarily no plant and machinery shall work for more than 8 hours a day inclusive on one hour lunch break. In case of an urgent work however, the Engineer-in-Charge may at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that case the hourly hire charges for overtime to be borne by the contractor shall be 50% more than the normal proportionate hourly charges (1/8th of the daily charges) subject to a minimum of half day's normal charges on any particular day. For working out hire charges for overtime a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.
- (viii) The contractor shall release that plant and machinery every seventh day for periodical servicing and/or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing/ wash out irrespective of the period employed in servicing.
- (ix) The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the Engineer-in-Charge the work or a portion of work for which the same was issued is completed.
- (x) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Department and will be countersigned by the contractor or his authorized agent daily. In case the contractor

contests the correctness of the entries and/ or fails to sign the Log Book the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement.

- (xi) In the case of concrete mixers, the contractors shall arrange to get the hopper cleaned and the drum washed at close of the work each day or each occasion.
  - (a) In case rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of departmental rollers, maximum quantity of any items to be consolidated for each roller-day shall also be same as in Annexure to Clause 34(x). For less use of rollers recovery for the less roller days shall be made at the stipulated issued rate.
- (xiv) The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Estate Officer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
- (xii) The contractor will be exempted from levy of any hire charges for the number of days he is called upon in writing by the Engineer-in-Charge to suspend execution of the work, provided Institute plant and machinery in question have, in fact, remained idle with the contractor because of the suspension.
- (xiii) In the event of the contractor not requiring any item of plant and machinery issued by Institute though not stipulated for issue in schedule any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without. In any way, affecting the right of the Engineer-in-Charge to sue the said plant and machinery during the said period of two days as he like including hiring out to a third party.

#### CLAUSE - 35

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- (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 the Engineer-in-Charge. 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 specification and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material return to the contractors.



- 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**

- i) The contractor shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract.
- ii) The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name, qualifications, experience, age, address and other particulars along with certificates, of the Principal technical representative to be in charge of the work. The Engineer-in-Charge shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such a representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdraw the contractor shall appoint another such representative 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 shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site within fifteen days of start of work.

If the contractor (or any partner in case of firm/company) who himself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative, under the clause will also be applicable in such a case to contractor or his responsible agent. The principal technical representative and/or the contractor shall on receiving reasonable notice from the Engineer-in-Charge or his designated representative(s) in charge of the work in writing or in person or otherwise, present himself to the Engineer-in-Charge and/or at the site of work, as required, to take instructions. Instructions given to the principal technical representative or the responsible agent shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative/the contractor shall be available at site at least two working days every week, these days shall be determined in consultation with the Engineer-in-Charge as well as fully during important stage of execution of work, during recording of measurement of works and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative in the site order book and shall affix his signature in token of noting down instructions and in token of acceptance measurements. There shall be no objection if the representative/agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the Engineer-in-Charge and he shall be satisfied that the provisions and the purpose of this clause are fulfilled satisfactorily.

Conditions for reimbursement of levy/taxes if levied after receipt of tenders If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery shall be effected from the contractor and decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded in measurement books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable agent is 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/responsible agent along with every on account bill/fixed bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

- iii) 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 staff as are competent to give proper supervision to the work.

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

The Engineer-in-Charge shall have 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 the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

#### CLAUSE - 37

Levy/Taxes payable by contractor

- i) Sales Tax or any other tax on materials in respect of his contract shall be payable by the contractor and Institution shall not entertain any claim whatsoever in this respect.
- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.
- iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Institution 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 Institution 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

All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (48th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed

the amount so paid; provided such payments, if any, is not, in the opinion of the Director (whose decision shall be final and binding on the contractor) attributable to a delay in execution of work within the control of the contractor.

- (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 / or the Engineer-in-Charge and further shall furnish such other information/document as the Engineer-in-Charge 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, pursuant to the constitution (Forty Sixth Amendment) Act 1982, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

#### 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 Estate Officer in behalf of Director shall have the option of terminating the contract without compensation to the contractor.

#### CLAUSE - 40

If relation working in NITS then the contractor not allowed to tender

The contractor shall not be permitted to tender for works in the NITS circle (responsible for award and execution of contracts) in which his near relative is posted as Institute Accountant or as an Officer in any capacity between in the grades of the Director and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the C.P.WD or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in NITS for any breach of this condition.

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

#### CLAUSE - 41

No Gazetted Engineer: to Work as contractor within two years of retirement.

No engineer gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Institution shall work as a contractor or employee of a contractor for a period of two years after his retirement from Institute services without the previous permission of Institution 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 Institution as aforesaid before submission of the tender or engagement in the contractors services as the case may be.

#### CLAUSE - 42

Return of materials and

- (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

recovery for  
excess materials  
issued.

iii) be calculated on the basis and method given hereunder:

- (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. 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 formulas to be laid down by the Engineer-in-Charge.
- (b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by the Engineer-in-Charge, 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 categories 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 diameterwise & categorywise.
- (d) For any other materials as per actual requirements.

a) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in schedule. 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 the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-Charge to this effect shall be recovered at the rates specified in schedule with prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in-Charge 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, shall be final and binding on the contractor.

For non scheduled items, the decision of the Director regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

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 building and other things connected herewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or

removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Estate Officer upto Rs. 5,000/- and by the Director concerned for a higher amount. 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 the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

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

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

#### CLAUSE - 44

Apprentices Act provision to be compiled with

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

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually completed the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending 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

Work on Sundays

No work shall be done on Sundays without the prior permission obtain in writing of the Engineer-in-Charge. Suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

#### CLAUSE - 47

Safety code

As per CPWD safety code.

# MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY CENTRAL P.W.D. OR ITS CONTRACTORS

## 1. APPLICATION

These rules shall apply to all buildings and construction works in charge of Central Public Works Department (CPWD) (DA) 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 of 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 the following equipment:-

a) For work places in which the number of contract labour employed does not exceed 50.

Each first-aid box shall contain the following equipments:

1. 6 small sterilized dressing.
2. 3 medium size sterilized dressings.
3. 3 large size sterilized dressings.
4. 3 large sterilized bum dressings.
5. 1 (30ml.) bottle containing a two per cent alcoholic solution of iodine.
6. 1 (30ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 (30gms.) bottle 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 dressings.
5. 6 (15gms.) packets sterilized cotton wool.
6. 1 (60ml.) bottle containing a two per cent alcoholic solution iodine.
7. 1 (60ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.

8. 1 roll of adhesive plaster.
  9. 1 snake bite lancet.
  10. 1 (30gms.) bottle of potassium permanganate crystals.
  11. 1 pair scissors.
  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 work place.
  - ii) 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.
  - iii) 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.
  - iv) 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.

#### 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 work place 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 URNALS

- i) Latrines shall be provided in every work place on the following scale namely:
  - a) Where female 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 upto the first 100, and one for every 50 thereafter.

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

ii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heatresisting nonabsorbent 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.

M) 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 notices 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 exceeds 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.

v) 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.

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

vii) Disposal of excreta: Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).

ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge 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 (10ft.) 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 0.6sq. m. (6sqft) per head.

Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.



## 8. CRECHES

- i) At every work place, at which 20 or more women workers 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 bed room.
- 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.

## 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 and 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 limewashed 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 a 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 meter (10 sqft) per diner to be accommodate 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. Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- xii) (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.

2. A service counter, if provided, shall have top of smooth and impervious material.
3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.
- xiv) The foodstuffs 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 foodstuffs, 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 charge 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 the Engineer-in-Charge 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. Department may, from time to time, add to or amend these rules and issue direction - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

## SPECIAL CONDITIONS

### 1. DUTIES & POWER

Site Engineers:

- i) The duties of the Site Engineer(s) are to watch and supervise the works and the workmanship employed in connection with works, and to test and examine any materials to be used.
- ii) The Engineer-in-charge, from time to time in writing, delegate to the Site Engineer(s) any of the powers and authorities in them. Any written instruction or written approval given by the Engineer-in-charge to the contractor shall bind the contractor to carry out the instruction in total.

### 2. ASSIGNMENT & SUBLETTING

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the written consent of the Engineer-in-charge. The whole of the works included in the contract shall be executed by the contractor except where otherwise provided in the contract. The contractor shall not sublet any part of the works without the written consent of the Engineer-in-charge and such consent, if given, shall not relieve the contractor from any liability or obligation under the contract, and, he shall be responsible for the acts, defaults and neglects of sub-contractor, his agents servants or workmen.

### 3. SCOPE OF CONTRACT

The contract comprises the construction, completion and maintenance of the works for 6 (six) months after the completion, and the provision of all labour, materials, constructional plant, equipment and transportation, temporary works and everything, whether of a temporary or permanent nature required in and for such construction, completion and maintenance so far as the necessity for providing the same is specified in or reasonably to be inferred from the contract. The contractor shall make his own arrangements for the safe storage of materials, accommodation for his staff etc. and no claim for the temporary accommodation from the contractor shall be entertained.

The contractor shall carry out and complete the said work in every respect in accordance with this contract (as per the directions and to the satisfaction of the Engineer-in-charge/Architect. Issue of further drawings and/or written collectively referred to as instructions of the Engineer-in-charge/ Architect's in regards;

### 4. CONTRACT DOCUMENT

The contractor shall give adequate notice in writing to the Engineer-in-charge of any further drawings or specification that may be required for the execution of the works or otherwise under the contract.

The Engineer-in-charge shall have full powers and authority to supply to the contractor from time to time during the progress of the work such drawings and instructions as shall be necessary for proper execution and the contractor shall carry out and be bound by the same.

1. Canvassing in connection with tenders is prohibited and the tenderers, submitted by the tenderers who resort to canvassing, are liable for rejection.
2. Tenderers are not allowed to make additions and alterations in the tender document. Any additions and alterations, if incorporated in the tender, shall be at the tenderer's risk since the modified tender is liable for rejection.
3. The contractor shall have to make his own arrangement of water. The drawal of water from the network of the Institute shall not be allowed in normal course.
4. Temporary electrical connection (single/three phase) shall be provided by the Institute from its distribution network and the charges shall be realized as per the existing estate rates per unit on the basis of actual consumption thro' a separate sub-meter under the control of the Engineer-in-charge. The cable for service connection and the sub meter shall be arranged by the contractor at his own cost.

## 5. CONDITIONS FOR CEMENT

- i) The contractor shall procure 43 grade ordinary Portland cement conforming to IS:8112, as required in the work, from reputed manufacturer of cement having a production capacity of one million tones per annum or more. Supply of cement shall be taken in 50 Kg bags bearing manufacturers name and ISI marking. The brand of cement shall be got approved from Engineer-in-charge.
- ii) The cement shall be brought at site in bulk supply of approximately 50 M.T or as decided by the Engineer-in-charge.
- iii) The cement godown of a suitable capacity, to store a minimum of 2500 bags of cement, shall be constructed by the contractor at site of work at his own cost. Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in-charge or his authorized representative and the key of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-charge or his authorized representative at any time during working hours.

## 6. CONDITIONS FOR STEEL

- i) The contractor shall procure TMT bars conforming to IS: 786: 2008 of the requirement to 500 D grade from primary producer - TISCO OR SAIL as approved by Ministry of Steel.
- ii) The steel reinforcement shall be brought at the site in bulk supply of 10 (ten) MT or more, as directed by the Engineer-in-charge.
- iii) The steel reinforcement shall not be stored by the contractor at the site of work on wet ground so as to prevent rusting. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.

## CONDITIONS FOR SAND

- i) Zone-II or Zone-III sand is preferable. Sand available at this locality is generally of Zone-IV. If Zone-IV sand is used, 25% crusher sand of 4.75mm down to be added with best quality Zone-IV sand approved/accepted by the Department and improve the quality of sand as per Zone-III for R.C.C./C.C work. No extra cost will be paid for the purpose.
8. The earnest money of the unsuccessful tenders shall be refunded on written request, within 1 (one) month of the award of work. The earnest money of the successful tenderer shall however be adjusted towards the security deposit.

## 9. TESTING

All materials of construction shall be tested in the laboratory of Civil Engineering Department of NIT Silchar. The cost of such testing shall be borne by the contractor at a rate as per consultancy rules of the Institute. The test results shall comply with BIS specifications. In case the material fails to comply with specifications, the same shall be replaced by the contractor at his/her own cost.

For important structures like buildings etc., site soil exploration shall be carried out to ascertain the soil characteristics and bearing capacity. Such soil exploration shall be carried out through the Department of Civil Engineering, NIT Silchar. The cost of soil exploration and testing shall be borne by the contractor.

CONTRACTOR

## Additional Condition - 01

**Modification of Agreement incorporating computerized measurement book under clause: 6A in lieu of clause: 6 of CPWD General Condition of Contract 2008,**

### 1. Name of work :

As per general condition of agreement under clause-6, the record entries of the measurement for work done are recorded in the prescribed Measurement Book by the respective Engineers. In view of smooth progress of work the Computerized Measurement Book as per CPWD General Condition of Contract 2008 is introduced.

#### Clause : 6A

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

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all 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 the Engineer-in-Charge or his authorized representative as per interval or program fixed, in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge 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 the Engineer-in-Charge 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 department a computerized measurement book, duly bound and with its pages machine numbered. The Engineer-in-Charge and / or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks / test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages 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 department. Thereafter, the MB shall be taken in the Division Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the Division Office 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 the Engineer-in-Charge 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 notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and. If for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his 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 the Engineer-in-Charge 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 the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department 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 (inal bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

#### Additional Condition-02

Deviation limit under clause-12

12.2 & 12.3:	Deviation limit beyond which clause 12.2 & 12.3 & 12.3 shall apply for building works.	30% (Thirty Percent)
	Deviation limit beyond which clause 12.2 & 12.3 & 12.3 shall apply for Foundation work	100% (One hundred Percent)

Agency

Director