

C.M. – 6

D. No. _____

INDIAN INSTITUTE OF TECHNOLOGY (I.S.M.), DHANBAD – 826 004
CAMPUS MAINTENANCE UNIT

No. : Maint/958019/18-19

Date : 29.05.2018

Name of work - Re-flooring (wooden flooring) at Squash Court.


Issued to M/s _____ of _____

_____ on deposit of cost of ₹500/- vide

C.R. No. _____ dated _____

The tender documents carrying following papers :-

- (1) Notice Inviting Tenders
- (2) Item Rate Tender for works
- (3) Terms & Conditions of Contractor
- (4) Tender Notice


Campus Engineer

INDIAN INSTITUTE OF TECHNOLOGY (I.S.M.), DHANBAD – 826 004
CAMPUS MAINTENANCE UNIT

No.: Maint/958019/18-19

Date: 29.05.2018

TENDER NOTICE

Sealed tenders are invited from bonafide firms and manufacturer having minimum experience of similar work as mentioned below –

Name of Work	Estimated Cost (in ₹)	Cost of Tender Paper (non-refundable) (in ₹)	Earnest Money (Refundable) (in ₹)	Last date of purchase of Tender Paper and Time	Date and time of submission and opening of the Tender	Completion Dated
Re-flooring (wooden flooring) at Squash Court	3,54,088.00	500.00	8,900.00	15.06.2018 up to 3.00 PM	18.06.2018 up to 3.00 PM and 4.00 PM respectively	60 Days

Tender documents may be obtained from the **office of Deputy Registrar (F&A)** on all working days **on payment of ₹500.00** (non-refundable) in at IIT(ISM) cash counter or demand draft from a nationalized bank in favor of “Registrar, IIT(ISM), Dhanbad”. Tender documents may also be downloaded from IIT(ISM) website www.iitism.ac.in The downloaded tender documents must be submitted along with requisite value of tender paper cost in the form of demand draft from a nationalized bank in favor of “Registrar, IIT(ISM), Dhanbad”.

Tender documents must be deposited in two separate envelopes.

The envelope “A” should be super scribed with “Technical Bid Document”, tender notice no., name of the work, date and time of the opening, enclosing the following documents –

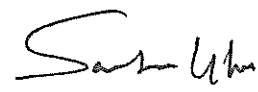
1. Photo copy of PAN card with latest income tax return filed.
2. Photocopy of GST registration with latest monthly return.
3. Completion certificate along with payment received of three similar works each of value not less than 40% of estimated cost or two similar work each of value not less than 50% of estimated cost or one similar work of value not less than 80% of estimated cost (rounded to nearest ₹10 lac) in last 7 years ending last day of the month previous to the one in which the tenders are invited.
4. Copy of current valid registration from organization as stated above.
5. Document proof of EMD deposit.

The envelope “B” should contain the price bid super scribed with “Price Bid”, tender notice no. and name of the work.

Both the envelopes duly sealed in a single envelope should be deposited in the office of the Campus Engineer of the School latest by 3.00 pm on 18.06.2018.

The envelope “A” will be opened first on 18.06.2018 at 4.00 pm for only those tenderers whose earnest money placed in other envelope, is found in order. “Technical Bid” shall be evaluated first and the “Price Bid” for those who do not qualify shall not be opened for consideration.

The School reserves the right to accept or reject any or all tenders without assigning any reason(s).


Campus Engineer
IIT(ISM), Dhanbad

NOTICE INVITING TENDER

No. Maint/958019/18-19

Date : 29.05.2018

1. Sealed tenders are invited from bonafide firms and manufacturer having minimum experience of similar work for **“Re-flooring (wooden flooring) at Squash Court.”**.

Estimated cost ₹ 3,54,088.00


2. The form of tenders consisting of the details plans, complete specifications, the schedule of quantity of the various works to be done and the set of “conditions of contract” to be complied with by the person whose tenders may be accepted, which will also be found in the form of tenders, can be obtained at the office of CMU between 10 am to 4 pm every day except on Holidays and can be download from IIT(ISM) website www.iitism.ac.in on payment of **₹ 500.00** in cash counter of IIT(ISM). Demand Draft to a Nationalised Bank in favour of “ Registrar, IIT(ISM), Dhanbad”.
3. The site of the work is available/or the site of the work will be made available in parts as specified below.
4. Tender which should always be placed in sealed cover with the name of the work written on the envelopes will be received by Campus Engineer and opened in his office as per details given below.

Last date of receipt/submission of Tender 18.06.2018 up to 3.00 P.M.

Date and time of opening of Tender 18.06.2018 at 4.00 P.M.

5. The time allowed for the work will be **60 (Sixty) DAYS** from the 10th day after the date of written order to commence the work.
6. **CPWD specification will be followed strictly during execution.**
7. The contractors should quote in figures as well as in words the rate and amount tendered by them. The amount for each item should be worked out and requisite total given.
8. **The last date for issue/purchase of tender on 15.06.2018 up to 3.00 PM** (Generally stopped two days before the date fixed for the opening of tenders).
9. **Earnest money amounting to ₹8,900.00** deposited at the IIT (ISM) cash counter/ Demand Draft to a Nationalised Bank in favour of “Registrar, IIT(ISM), Dhanbad.” must accompany each tender to be in a sealed cover superscribed “Tender for the above work” and addressed to Campus Engineer, IIT(ISM), Dhanbad.
10. The contractor whose tender is accepted will be required to furnish by way of performance guarantee for the due fulfillment of the contract. Such sum will amount to 5% of the total accepted tender value.
11. The acceptance of a tender will rest with the Campus Engineer who does not bind himself to accept the lowest tender and reserve to himself the authority to reject any or all the tenders received without assignment of any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
12. Canvassing in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
13. An item rate tender containing percentage below/above will be summarily rejected, however a tender voluntarily offers a rebate, this may be considered.
14. On acceptance of the tender the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Executive Engineer shall be communicated to the Campus Engineer.

15. Special care should be taken to write the rates in figures as well as in words and the amounts 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 figures or rupees and word "P" after the decimal figure e.g. Rs. 2.15 p and case of words the word Rupees should precede and the word "paise" should be written at the end, unless the rate is in whole rupees and followed by the word "only". It should invariably be up to two decimal places. While quoting the rate in schedule of quantities the word "only" should be written closely following the amount and it should not be written in the next line.
15. The Director/Registrar does not bind himself to accept the lowest or any tender and 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.
16. All taxes except Goods & Service Tax (GST) as applicable in respect of this contract shall be payable by the contractor and IIT(ISM) will not entertain any claim whatsoever in this respect. GST will be paid along with the contractor's bill
17. The tender for the work shall remain open for acceptance for a period of 90 days from the date of opening of the tender. If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the IIT(ISM) without prejudice to any other right or remedy, be at liberty to forfeit of the said earnest money.
18. 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 be taken as correct.
19. If the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words then the rate quoted by the contractor in words shall be taken as correct.
20. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rate quoted by the contractor will be taken as correct and not the amount.


Campus Engineer
IIT(ISM), Dhanbad

INDIAN INSTITUTE OF TECHNOLOGY (ISM), DHANBAD-826 004
CAMPUS MAINTENANCE UNIT

No. Maint/958019/18-19

Date: 29.05.2018

M/s _____

Name of Work: **Re-flooring (wooden flooring) at Squash Court.**

SCHEDULE OF WORK

Sl. No.	ITEM OF WORKS	QUANTITY	RATE	AMOUNT
1.	Taking out old damage wooden squash court wooden finishing approx size (9.5 x 6.5) mtr, with disposal the garbage at suitable place beyond 1 km lead including cleaning the floor complete one job	One job		
2.	Providing and fixing of imported "Spowood" imported teak wood flooring the surface board: Kiln seasoned and treated make of spowood imported teak wood floor board finished with 21 mm thick, 58 to 70 mm width and in random length in tongue and groove and the bottom side with air pass groove and applied with bottom side "Spopu" polyurethane lacquer. The Under Frame: Made of commercial quality make "Spowood" pine wood sleeper batten of 70mm x 45 mm treated with anti termite solution and fixed on the bottom side with 10 mm thick "SI-EPDM" air cell cushioning pads by staple through the two wings at 300 to 350 mm c/c. The Installation: The sub floor is covered with a vapour barrier (to prevent moisture to come in contract with the wood structure) of 6 ml thick be for laying the under frame. The runners have been " SI-EPDM" air -cell cushioning pads to be placed on the vapour barrier in perfect label at 300 to 350 mm c/c in one direction. The surface boards will be nailed/screws to the runners through the tongue only and will lock the nailed/screwed tongue by the group of the adjoining boards. The ends of the boards will be locked by inserting the wooden fingers through the age groups and fixed with suitable at adhesive an expansion gap of 6 to 8 mm will be left open between the wooden flooring and the surrounding tiled area/ walls. Sanding and polishing: After installation, the floor will be machine sanded in uniform label and finished with imported non-skid DIN	64.00 sqm		

Su

	<p>“Spopu sportive floor care.</p> <p>“Spopu sportive primer is one –component water born primer designed for used on wooden floor used as sports floor prior to over coating with “Spopu sportive finished. It gives the surface a well –bodied look and enhance the natural colour of the wood.</p> <p>“Spopu sportive finish is 2 –component water born 100% polyurethane finish design for use on wooden sports floors in both specialist and multi-purpose environment.</p>			
3.	Making the squash court for playing game as per approved drawing design and shape for squash court approx size (9.9 x 6.5) mtr complete one job	One job		
4.	All surface should be clean dry sound and free from contaminants. Existing painted surfaces should be cleaned degreased and sanded to ensure an adequate “key” is produced remove all loose, flaking material and treat bare areas as new substrate then prepare accordingly. And 3 side wall painting with water base paint white.	130.00 sqm		
5.	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade : Old work (one or more coats)	180.00 sqm		
6.	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : One or more coats on old work	50.00 sqm		

TOTAL – ₹

(Rupees in word _____)

SIGNATURE OF CONTRACTOR



Campus Engineer
IIT (ISM), Dhanbad



INDIAN INSTITUTE OF TECHNOLOGY (I.S.M.), DHANBAD - 826004

CM-4

(CAMPUS MAINTENANCE UNIT)

TERMS & CONDITIONS OF CONTRACTOR FOR WORKS

General Rules and Directions :

1. All works proposed for execution by contractor will be notified in a form of invitation to tender on Notice Board/Paper advertisements and signed by the Campus Engineer/Asstt. Campus Engineer.

This form will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the percentage at which the Security Deposit shall be deducted from the bills of the successful tenderer. Copies of the Specifications, designs and drawing and the schedule of quantities and of rates on the various descriptions of work and any other documents required in connection with the work signed for the purpose of identification by the Campus Engineer/Asstt. Campus Engineer shall also be opened for inspection by the contractor of the office of the Campus Engineer/Asstt. Campus Engineer during office hours.

2. In the event of the tender being submitted by a firm it must be signed separately by each partner thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorized him to do so, such power of attorney to be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Receipt for payments made on account of work when executed by a firm must also be signed by the several partner except where the contractors are described in their tender as a firm which case the receipts must be signed in the name of the firm by one of the partners on some other person; having authority to give effectual receipt for the firm.
4. 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. Tender which proposes any alternation in the work specified in the said form of invitation; to the tender or in the time allowed by carrying out the work or which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.
- 4A. The rate(s) and/or amount(s) must be quoted in decimal coinage.
5. The Campus Engineer/Asstt. Campus Engineer representative of RG/DT and from account section will open tenders in the presence of any intending contractors who may be present at the time of opening the tender.
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders will not be bound to accept the lowest tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Campus Engineer/Asstt. Campus Engineer and the contractor shall be responsible for seeing that he procures a receipt signed by the duly authorized cashier of I.I.T. (I.S.M.).
8. The memorandum of work tendered for and the schedule of materials to be supplied by the Indian School of Mines, and their issue rates shall be filled in; and completed in the office of the Campus Engineer/Asstt. Campus Engineer before the tender form issued to an intending tenderer without having been so filled in and completed the shall request the office to have this done before he completes and delivers his tender.
9. The tenderers shall sign a declaration under the official Secret Act. for maintaining secrecy of the tender documents drawing of other records connected with the work given to them, the unsuccessful tenderers shall return all the drawing given to them.

CONDITIONS OF CONTRACT

Definitions.

1) The 'Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between the Registrar I.I.T. (I.S.M.) 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 expression shall unless the contract otherwise requires, have the meaning hereby respectively assigned to them.

a) The expression "Work" or Works 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.

b) The 'Site' shall mean the land and 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 or carrying out the contract.

c) The 'Contractor' shall mean the individual or firm or company whether incorporated or not undertaking the works and shall include the legal personal representative or such individual or the persons composing such firm or company or the successors or such firm or company and the permitted assigns of such individual or firm or firms of company.

d) The Director means the Director, Indian Institute of Technology (Indian School of Mines).

e) I.I.T. (I.S.M.) or Indian Institute of Technology (Indian School of Mines) shall mean the Registrar Indian Institute of Technology (Indian School of Mines).

f) The term Registrar includes Registrar, Indian Institute of Technology (Indian School of Mines) and who shall sign agreement on behalf of the School.

g) The "Engineer-in-Charge" means the Campus Engineer/Asstt. Campus Engineer in charge of the work and who shall sign and other documents connected with contract work on behalf of School.

Words imparting the singular number include the plural number and vice versa.

Security Deposit:

CLAUSE - 1:

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit ISM at the time of making any payment of him for work done under the contract to deduct such sum as along with the sum already deposited as earnest money will amount 10% of the tendered value of the work.

Such deductions will be held by I.I.T. (I.S.M.) by way of security deposit. Provided always that the I.I.T. (I.S.M.) for this purpose shall be entitled to recover 10% percent the amount of each running bill till the balance of the amount of Security deposit is realized.

Compensation for delay:

CLAUSE 2:

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor for and shall be deemed to be of the essence of the contract on the part of the contractor and shall be reckoned from the tenth day after the date on which the order to commence the work is issued to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the contractor shall pay as compensation and amount equal to one percent per day or such smaller amount as the Campus Engineer/Asstt. Campus Engineer (Whose decision in wiring shall be final) may decide on the amount of the tendered cost of the whole work as shown in the tender for every day that the work remains uncompleted or unfinished after the proper dates and further to ensure good progress during the execution of the work. The contractor shall be bound in all cases in which the time allowed for any work (save for special jobs) to complete one eighth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed three-eighths of the work, before one-half of such time has elapsed, the three-eighths of the work before one-half of fourths of such time has elapsed. However for special jobs if a time schedule has been submitted by the contractor and the same has been accepted by Engineer-in-charge the contractor shall comply with the said time schedule.

Contractor to remain liable to pay compensation in action not taken under clause 3 Powers to take possession of or require removal of or sell contractor's plant.

CLAUSE -4

In any case in which any on the powers conferred upon the Engineer-in-charge by clause 3 thereof shall have become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions thereof and such powers shall not with standing be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-charge putting in force all or any or 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 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 case of these not being applicable at current market rates to be certified by the Engineer-in-charge whose certificate thereof shall be final otherwise Engineer-in-charge by notice in writing may order the contractor or his clerk of the works foreman or other authorized agent to remove such tools, plant materials or stores from the premises (with a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition the Engineer-in-charge may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and at his risk in respect 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 such sale shall be final and conclusive against the contractor.

EXTENSION OF TIME:

CLAUSE 5:

If the Contractor shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to Engineer-in-charge of the date of hindrance on account of which he desires such extension as aforesaid and the Engineer-in-charge shall, if in his opinion (which shall be final) reasonable grounds be shown therefore authorize such extension of time if any, as may, in his opinion be necessary or proper.

Completion Certificate :

CLAUSE 6:

Within ten days the completion of the work, the contractor shall give notice of such completion to the Engineer-in-charge and 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 certificate of completion otherwise a provisional certificate of 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 certificate of completion, provisional or otherwise, shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the work as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors windows walls floors or other parts of any 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 the 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 any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Alternation in Specifications and Designs

CLAUSE 12:

The Engineer-in-charge shall have power to make any alternation in omissions from additions to or substitution for, the original specifications that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him to writing by the Engineer-in-charge and such alterations omissions additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion over & above this a further period to the extend of 25% such extension shall be allowed to the contractor.

Action and Compensation payable in case of bad work

CLAUSE - 13:

If it shall appear to the Engineer-in-charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing which shall be made within six months of the completion of the work from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the tendered amount for every day not exceeding ten days while his failure to do so shall continue and in the case of any such failure, the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of or as the case may be at the risk and expense in all respects of the contractor.

Works to be open to inspection

CLAUSE 14:

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his authorized subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, or either himself be present to receive order 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. The work during its progress can also be inspected by the Director/Registrar.

Notice to be given before work is covered up

CLAUSE 15:

The contractor shall give notice in writing to the Engineer-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 dimension thereof taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up and place beyond the reach of measurement, any work without the consent in writing of the Engineer-in-charge or his authorized subordinate in charge of the work and the Engineer-in-charge or his authorized subordinate the work in charge shall within the aforesaid work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been of the Engineer-in-charge consent being obtained the same shall be uncovered at the contractor's expense or in default thereof no payment or allowance shall be made for the such work such of the materials with which the same was executed.

to which the contract relates and that in the course of his duties as IIT(ISM) Officer he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason such Director or Administrative head as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessors. It is also a term of this contract that no person other than a person appointed by such Director or Registrar, as aforesaid should act as arbitrator and if any reason that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is ₹ 55,000/- (Rupees Fifty five thousand) and above, the arbitrator shall give reason for the award.

Subject as aforesaid the provisions of the Arbitration Act, 1940, or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of the contract that the party invoking arbitration shall specify the dispute to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

It is also a term of the contract that if the contractor(s) do/does not make any demand for arbitration in respect of any claim(s) will be deemed to have been waived and absolutely beard and the IIT(ISM) shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitrator(s) may from time to time with consent of the parties enlarge the time form making and publishing the award.

The decision of Campus Engineer/Asstt. Campus Engineer regarding the quantum of reduction as well as justification thereof in respect of rates for substandard work which may be decided to be accepted will be final and would not be open to arbitration.

Lump sum in estimates:

CLAUSE 20:

When the estimate on which a tender is made includes lump sums 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 the such items, or if the part of the work in question in not, in the opinion of the Engineer-in-charge payable of measurement, the Engineer-in-charge may at his discretion pay the lump sums amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regards to any sum or sums payable to him under the provisions of the clause.

CLAUSE 21:

In the case of any class of work for which there is no such specification as is mentioned in Rule 1, such work shall be carried out in accordance with the local specification and in the event of there being no local specification, then in such case the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-charge.

CLAUSE 22:

Withholding and lien in respect of sums claimed.

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the Engineer-in-charge of the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in apart from the security , if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-charge or the Government 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 no security has been taken from the contractor, the Engineer-in-charge or the Director shall be entitled to with hold and have a lien to retain to the extent of such claimed amount of amounts referred to above from any sum or sums found payable to the contractor under the same contract or any other contract with the Engineer-in-charge or ISM or any contracting person through the Engineer-in-charge pending finalization of adjudication of any such claim.

CLAUSE 30:

The Engineer-in-charge shall be at liberty to dismiss any pension employed by the contractor who in his opinion is unskillful or incompetent.

CLAUSE 31:

The work is to be stopped during unfavorable weather at the description of the Engineer-in-charge and the contractor is to make any allowance required to cover any coats of loss of profit incurred through such stoppage.

CLAUSE 32:

A satisfactory work completion certificate from individual occupant/HODs may be obtained on completing the work by the contractor before measurement is taken.

CLAUSE 33:

The contractor shall ensure that they should have provident fund Code Number, if applicable and compliance of EPF & MP Act, 1952.

I have read the whole content of the above Conditions of contract undersigned and Agreed to abide by the above terms and Conditions.

Date :

(Signature of Contractor)


Saman Lohar
Campus Engineer

Occupation :

Address :

Witness :

1)

2)