

C.M. – 6

D. No. _____

INDIAN INSTITUTE OF TECHNOLOGY (ISM)
DHANBAD – 826 004

CAMPUS MAINTENANCE UNIT

No. : Maint/958395/16-17

Date : 21.03.2017

Name of work - Repair & painting work at vacant Qrt. No. 91, Block-07 at GR Side at
IIT (ISM) Campus.

Issued to M/s _____ of _____
_____ on deposit of cost of **₹150/-** vide

C.R. No. _____ dated _____

The tender documents carrying following papers :-

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


Campus Engineer



NOTICE INVITING TENDER

No. Maint/958395/16-17

Date : 21.03.2017

1. Tenders in the prescribed form are hereby invited from the Registered contractors of Indian Institute of Technology (ISM) for **“Repair & painting work at vacant Qrt. No. 91, Block-07 at GR Side at IIT (ISM) Campus.”**.

Estimated cost ₹ 21,880.00

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 ISM website WWW.ISMDhanbad.ac.in on payment of **₹ 150.00** 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 31.03.2017 up to 3.00 P.M.

Date and time of opening of Tender 31.03.2017 at 4.00 P.M.

5. The time allowed for the work will be **15 (Fifteen) 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 is **29.03.2017** up to 3.00 PM (Generally stopped two days before the date fixed for the opening of tenders).
9. Earnest money amounting to **₹550.00** deposited at the 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 security deposit for the due fulfillment of the contract. Such sum will amount to 10% of the total cost of works

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 Campus 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. Sales Tax, Service Tax, Labour Cess, Purchase Tax, Turnover Tax or any other tax on material as applicable in respect of this contract shall be payable by the contractor and ISM will not entertain any claim whatsoever in this respect.
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 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(I.S.M), Dhanbad

INDIAN INSTITUTE OF TECHNOLOGY (ISM),
DHANBAD – 826004

No. Maint/ 958395/16-17

M/s _____

Name of Work : Repair & painting work at vacant Ort. No. 91, Block-07 at GR Side at IIT (ISM) Campus

SCHEDULE OF WORK

Sl. No.	ITEM OF WORKS	QUANTITY	RATE	AMOUNT
1.	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc complete.	229.00 sqm		
2.	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade : Old work (one or more coats)	229.00 sqm		
3.	Applying one coat of water thiable cement primer of approved brand and manufacture on wall surface : Water thinable cement primer	100.00 sqm		
4.	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	20.00 sqm		
5.	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	48.00 sqm		
6.	Painting with aluminium paint of approved brand and manufacture to give an even shade: Two or more coats on new work	9.00 sqm		
7.	Cleaning the mosaic floor with oxalic acid powder	22.00 sqm		

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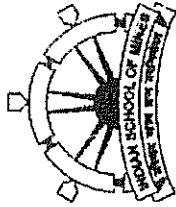
8.	French spirit polishing : Two or more coats on new works including a coat of wood filler	2.00 sqm		
9.	Providing and fixing 600x120x5 mm glass shelf with edges round of supported on anodized aluminium angle frame with C.P. brass brackets and guard rail complete fixed with 40 mm long screws rawl plugs etc complete.	3.00 each		
10.	Providing and fixing 600X450 mm beveled edge mirror of superior glass (of approved quality) complete with 6 mm thick hard board ground fixed to wooden cleats with C.P. brass screws and washers complete.	3.00 each		
11.	Providing and fixing brass bib cock of approved quality : 15 mm nominal bore	1.00 each		
12.	Providing and fixing PVC waste pipe for sink or wash basin including PVC waste fittings complete. Flexible pipe 40 mm dia	1.00 each		
13.	Repair of old PVC cistern	1.00 each		
14.	Repair of outlet pipe and check the G.I. pipe line for cleaning the chockage.	One job		
			TOTAL – ₹	

(Rupees in word _____)

SIGNATURE OF CONTRACTOR



Campus Engineer
IIT (I.S.M), DHANBAD



INDIAN SCHOOL OF MINES

DHANBAD - 826004

(CAMPUS MAINTENANCE UNIT)

CM-4

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 alteration 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

DECLARATION

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

Seal

CONTRACTOR'S SIGNATURE

Item Rate Tender for works in figures as well as in words

I/We hereby tender for the execution for the Director, Indian School of Mines of the work specified in the underwritten memorandum at an amount of E..... (Rupees).....
 Within time specified in such memorandum at the rates specified therein, and the accordance in all respects with the specification designs, drawings and instructions in writing referred to in Rules 1 hereof and in clause 11 of the conditions of contract and with such materials as one provided for, by and in all respects in accordance with such conditions so far as applicable.

Memorandum :

- | | | |
|------|--|---|
| a) | General description | |
| b) | Estimated cost | E |
| i) | Building work | E |
| ii) | Sanitary installations, water supply & drainage | E |
| iii) | Electrical work | E |
| c) | Earnest money | E |
| d) | Security Deposited | E |
| i) | 10% of the tendered value of the work will be deducted as security deposits. | |

The security deposit will be collected by deduction from the running bills of the contractor of the rates mentioned above and the earnest money if deposited in cash at the time of tender will be treated as part of security deposit.

- e) Time allowed for the work from the day after the date of written order to commence..... month(s)days

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CONDITIONS OF CONTRACT

Definitions.

- 1) The "Contract" means the documents forming the tender and acceptance thereof and the formal agreement executed between the Registrar ISM 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 context 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 constructed 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 of firms of company.
 - d) The Director means the Director, Indian School of Mines.
 - e) ISM or Indian School of Mines shall mean the Registrar Indian School of Mines.
 - f) The term Registrar includes Registrar, 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 ISM by way of security deposit. Provided always that the ISM for this purpose shall be entitled to recover 10% percent the amount of each running bill till the balance

In the event of the contractor failing to comply with condition be shall be liable to pay as compensation an amount in amount equal to one percent or such smaller amount as the Campus Engineer/Asstt. Campus Engineer (Whose decision in writing shall be final) may decide on the said tendered cost of the whole work for everyday that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of the clause shall not exceed ten percent on the tendered cost of the work as shown in the tender.

CLAUSE -- 3

The Campus Engineer/Asstt. Campus Engineer may without prejudice to his right against the contract in respect or any delay inferior work man ship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights of remedies under the any of the provisions of this contract or otherwise and whether the date for 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 Campus Engineer/Asstt. Campus Engineer a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient otherwise improper or unworkman like manner shall omit to comply with the requirements of such notice for a period of seven days there after or if one contractor shall delay or suspended the execution of the work so that either in the judgment of the campus Engineer (which shall be final and binding) he will be unable to secure completion of the work, by the date for completion or he has already failed to complete the work by that date;
- 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 or a creditor shall be appointed or if circumstances shall arise which entitle the court of creditor to appoint a receiver or a manager or which entitle the court to make a winding up order;
- iii) If the contractor commits breach of any of the terms and conditions of this contract;
- iv) If the contractor commits any acts mentioned in clause 18 thereof. When the contractor has made himself liable for action under any of the cases aforesaid, the Campus Engineer/Asstt. Campus Engineer on behalf of the Director Indian School of Mines shall have powers;

a) To determine or rescind the contract as aforesaid (of which termination or recession notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence). Upon such determination of rescission the security deposit of the contractor shall be liable to forfeit and shall be absolutely at the disposal of ISM.

b) To employ labour paid by the ISM and to supply material to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in

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 al 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 of any part thereof paying of allowing for the same in account at the contractor 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 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 expense of 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 expense of any such removal and the amount of the proceeds and expense 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:

CLAUSE - 6A

When the annual repairs and maintenance of works is carried out, the splashes and droppings from white washing, colour washing, painting, etc. on walls, floors, doors, 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 done at the cost of the contractor either departmentally or through agency. Before taking such action, the Engineer-in-charge shall give ten days notice in writing to the contractor.

CLAUSE 7: Deleted.

CLAUSE 8:

Before taking any measurement of any work as has been referred to Clause 6.7 and 8 thereof, the Engineer-in-charge or a subordinate deputised by him shall give reasonable notice to the contractor if the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurements in the manner required by the Engineer-in-charge then in any such event the measurements taken by the Engineer-in-charge or by the subordinate deputed by him as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

CLAUSE 9:

The Engineer-in-charge shall have full powers to require the removal from the premises of all materials which in his opinion are in accordance with the specifications and in case of default the Engineer-in-charge shall be at liberty to employ 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 are to be borne by the contractor.

CLAUSE 10:

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 tender value of any materials which are in the opinion of the Engineer-in-charge non perishable 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 has been made under this sub-clause are incorporated in the work the amount of such advance shall be deducted from the next payment made under any of the clause

Alteration in Specifications and Designs
CLAUSE 12:

The Engineer-in-charge shall have power to make any alterations 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% of 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 change 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 liable for damage done and for imperfections noticed within the prescribed maintenance period after the certificate.

CLAUSE 16:

If the contractor or his working people or servants shall break deface, injure or destroy part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephonic post or wires, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work or any part of it 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 after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid arising out of defective or improper materials or workmanship the contractor shall upon a receipt of a notice in writing on that behalf make the same good at his own expenses or in default the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expense from any sums that may be then or at any time thereafter became due to the contractor or from security deposit. The security deposits of the contractor except the portion pertaining to asphaltic work.

Contractor to supply all plant, ladders, scaffoldings etc.

CLAUSE 17:

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's stores) plant tools appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper 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 cartage therefore to and from the work. The contractor shall also supply without charge the requisite number of setting out works and counting weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract and/or from his security deposit or the proceeds of sale thereof or of a sufficient portions thereof.

Work not to be sublet contract may be rescinded and security deposit forfe

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 of 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 E 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 beared and the 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

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 Director fill 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 or 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 amount or amounts 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.

CLAUSE 23:

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

CLAUSE 24:

The whole work may be spilled up between two or more contractors or accepted in part or not in entirety, if considered expedient.

CLAUSE 25:

Sales Tax or any other tax on materials in respect of this contract shall be payable by contractor and ISM shall not entertain any claim whatsoever in this respect.

- ii) If pursuant to or under any law such notification or order any royalty, cess, fee or the like becomes payable by the Indian School of Mines and does not at any time become payable by the contractor to the State Govt./Local authorities in respect of any material used by the contractor on the works therein such a case, it shall be lawful to the Indian School of Mines and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the contractor.

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)

Occupation :

Address :

Witness :

1)

2)


Campus Engineer