C.M. – 6

D. No._____

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

No. : Maint/952124/17-18 Date: 09.01.2018

Name of work - **Repairing of 33kV breaker pole assembly and other miscellaneous electrical works at 33/11kV substation.**

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 Tender

(2) Schedule of work

(3) Terms & Conditions of Contractor for work

Campus Engineer
IIT (ISM), Dhanbad

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

NOTICE INVITING TENDER

No.: Maint/952124/17-18 **Date: 09.01.2018**

Tenders in the prescribed form are hereby invited from registered contractors of IIT(ISM) for **"Repairing of 33kV breaker pole assembly and other miscellaneous electrical works at 33/11kV substation."**

Estimated cost: ₹ 2,72,815.00

1. The form of tenders consisting of the detail plans, complete specifications, the schedule of quantity of the various works to be executed 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, may be obtained at the **office of Campus Maintenance Unit** on all working days **on payment of ₹500.00** in cash at IIT(ISM) cash counter or demand draft from a nationalized bank in favour 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 favour of "Registrar, IIT(ISM) Dhanbad".

2. The site of the work is available or the site of the work will be made available in parts.

3. Tender documents should always be placed in sealed cover with the tender notice no., name of the work, date and time of the opening 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 is 19.01.2018 up to 3.00 PM.

Date and time of opening of tender is 19.01.2018 at 4.00 PM.

4. The time allowed for the work will be **20(twenty)** days which shall be reckoned from 10th day after the date of issue of letter of acceptance.
5. **The last date for issue/purchase of tender is 17.01.2018** up to 3.00 PM (generally stopped two days before the date fixed for the opening of tenders).
6. **Earnest money amounting to ₹ 6,820.00** in the form of demand draft from a nationalized bank in favour of "Registrar, IIT(ISM) Dhanbad" must accompany each tender in a sealed cover super scribed with "EMD for Tender No._____" and addressed to Campus Engineer, IIT(ISM), Dhanbad.
7. **CPWD specifications and make will be followed strictly during execution.**
8. The contractor, whose tender is accepted, will be required to furnish performance guarantee of 5% (five percent) of the tendered amount within specified period. This guarantee shall be in the form of demand draft in favour of "Registrar, IIT(ISM) Dhanbad". In case the contractor fails to deposit the said performance guarantee within the specified period including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
9. The competent authority does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

10. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection
11. The competent authority reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
12. The tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of tenders/ninety (90) days from the date of opening of financial bid in case tenders are invited on 2 envelop system. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the ISM shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.
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 Campus Engineer shall be communicated to the Campus Engineer.
15. The contractors should quote in figures as well as in words the rate and the amount tendered by them. The amount for each item should be worked out and requisite total to be given.
16. 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 and word "p" after the decimal figure e.g. Rs. 2.15 p and in case of words the word "Rupees" should precede and the word "paise" should be written at the end, unless the rate is in whole rupees and followed by the word "only". The rates 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.
17. 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.
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 contactor 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/952124/17-18 Date: 09.01.2018

M/s_____

_____

Name of Work: **Repairing of 33kV breaker pole assembly and other miscellaneous electrical works at 33/11kV substation.**

SCHEDULE OF WORK

SI. No.	ITEM OF WORKS	QUANTITY	RATE	AMOUNT
1.	Dismantling of 11kV cable end terminations from 1MVA, 33/11kV transformer.	01 Job.		
2.	Dismantling of 11kV H. T. cable from cable trench & re - laying the same from 8MVA transformer to 2MVA transformer.	23 Mtrs.		
3.	Laying of 11kV H. T. cable.	12 Mtrs.		
4.	Re - connection of 11kV H. T. cable end termination to 8 MVA, 33/11kV transformer with making hook system.	01 Job.		
5.	P/fixing 50 mm X 6 mm G.I. strip on surface or in recess for body earth connection of 2MVA, 33/11kV transformer with welding, cutting, drilling, connections etc. as required.	09 Mtrs.		
6.	Connection of neutral earth by 50mm x 6mm GI strip including welding, cutting etc. as required.	10 Mtrs.		

7.	Connection of ACSR Zebra conductor with connector on 33kV side of 2MVA; 33/11kV transformer.	16 Mtrs.		
8.	Dismantling of 11kV H. T. cable from 11kV H. T. Breaker and re - connection the same on another H. T. Breaker.	02 Sets.		
9.	Dismantling & draw out 11kV H. T. Breaker tank from 11kV Breaker & re - assemble the same in other H. T. Breker.	02 Job.		
10.	Repairing of oil leakage with replacement of new gasket from vent pipe of 8MVA transformer.	01 Job.		
11.	Repairing of oil leakage from OLTC junction box.	01 Job.		
12.	Checking and tightening of all nut bolts of 8MVA transformer.	01 Job.		
13.	Dehydration of Transformer oil of 08MVA transformer (3100 ltr. During vent pipe oil leakage repairing at 33/11kV Substation & 3100 ltr. At Tata Steel Jamadoba Substation.	6200 Ltrs.		
14.	Dismantling and erection of 33kV pole assembly with disconnection and re - connection of mechanical portion lever and all electrical connectors.	18 Nos.		
15.	Repairing of 33kV pole assembly with cleaning, heating & testing etc. as required.	12 Nos.		

Sa

16.	Dismantling of Conservator tank and vent pipe after drain out of oil from 8MVA transformer, for leakage repairing.	01 Job.		
17.	Co - ordination with crane & trailer for transportation of 7.5MVA, 33/11KV transformer from IIT (ISM), Dhanbad to Tata Steel, Jamadoba with manpower and tools.	01 Job.		
18.	Fixing of Conservator tank and vent pipe of 8MVA transformer at Tata steel Jamadoba Substation.	01 Job.		
19.	Commissioning of 1MVA, 33/11kV Power Transformer with connection of 33kV conductor, 11kV Cable, neutral earthing, body earthing etc.	01 Job.		
20.	Supply of new transformer oil.	209 Ltrs.		
21.	S/fixing of Breather for 1MVA, 33/11kV transformer.	01 Set.		
22.	S/fixing of Silica gel for 1MVA, 33/11kV transformer.	01 Set.		

TOTAL – ₹

(Rupees in word_____)

SIGNATURE OF CONTRACTOR

Campus Engineer
IIT (ISM), Dhanbad

INDIAN INSTITUTE OF TECHNOLOGY

CM-4

(I.S.M.), DHANBAD - 826004

(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 from 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.

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 am/are authorized to communicate the same or use the information in any manner prejudice to the safety of the Indian Institute of Technology (Indian School of Mines).

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

CONTRACTOR'S SIGNATURE

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

Should this tender be accepted in whole or in part, I/We hereby agree (i) to abide by and fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders, so far as applicable and/or in default thereof to forfeit and pay to the Director, I.I.T. (I.S.M.) or his successors in office the sum of money mentioned in the said conditions. A sum of E ..... is hereby forwarded in Treasury Challan/Deposit at Call Receipt of a Scheduled Bank guaranteed by the Reserve Bank of India as Earnest money. If I/We fail to commence the work specified in the above memorandum I/We agree that the said Director or his successors in office shall without prejudice to any other right or remedy be at liberty too forfeit the said Earnest Money absolutely, otherwise the said Earnest Money shall be retained by him towards security Deposit mentioned against clause (d) of the above mentioned Memorandum : (ii) to execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered upto a maximum of 50 (fifty) percent herein after referred to as the deviation limit of tendered amount at the rates quoted in the tender documents and those excess of that limit at the rates to be determined in accordance with the provisions contained in Clause 12A of the tender form.

Dated : the day of 20

Witness : 1.
2.

Address ..... Occupation

Signature of the Contractor

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 from on e-contract and shall be complementary to on 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 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 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 uncommented 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-eights of the work, before one-half of such time has elapsed, the three-eights 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.

In the event of the contractor failing to comply with condition be shall be liable to pay as compensation an amount an amount equal to one percent or such smaller amount as the Campus Engineer/Asst. Campus Engineer (Whose decision in writing shall be final) may decide on the said tendered cost of the whole work for everyday 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 cased :

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 judgement 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 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 Institute of Technology (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 I.I.T. (I.S.M.) 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-charge shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the same terms of his contract certificate of the Campus Engineer/Asstt. Campus Engineer as to the value of the work done shall be final and conclusive against the contractor, provided always that action under the sub-caluse shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.

c) After giving notice in the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor in the whole work has been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-Charge shall be final and conclusive, shall be borne and paid by the original contractor and may be deducted from any money due to him by I.I.T. (I.S.M.) under this contract or an any other account whatsoever or from his security deposit.

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

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 defaulty 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 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 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 of 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.

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 : 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 disputed 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 not 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 there with and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance 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 or clauses of this contract.

CLAUSE 10A:

The contractor shall treat shall all materials obtained during dismantling of a structure, excavation of the site for a work etc. as I.I.T. (I.S.M.) property and such materials shall be disposed of to the best advantage of I.I.T. (I.S.M.) according to the instruction in writing issued by the Engineer-in-charge.

CLAUSE 11:

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly fully and faithfully to the designs, 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 specifications, such designs, drawings and instructions as are not included in the "Specifications for works" in force from time to time or any other printed publication on General Specification referred to elsewhere in the contract.

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-incharge 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 a 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 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 dully 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 the at the same may be measured and correct dimension thereof taken before the same is so covered up or place 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 of 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.

Contractor liable for damage done and for imperfections noticed within the prescribed maintenance period after the certificate.

CLAUSE 16:

If the contractor of 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 telephone 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 workman 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 carriage 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. Falling 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 forfeited for subletting, billing or if contractor becomes insolvent.

CLAUSE 18:

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 so to do, or insolvent or commence any insolvency proceedings of make any composition with his creditors or attempt so to do, or if any bride gratuity, loan perquisite, regard or advantage pecuniary or otherwise, shall either directly, be given promised or offered by the contractor, or any of his servants or agent to any public officer of person in the employ of government in any way relating to his office of employment, or if any such officer of person shall become in any way directly or indirectly interested in the contractor, the Engineer-in-charge on behalf of the I.I.T. (I.S.M.) shall have power to adopt any of the course specified in Clause 3 as he may deem best suited at the interest of I.I.T. (I.S.M.) and in the event of any of these coursed being adopted the consequences specified in the said Clause 3 shall ensure sum payable by way of reference to actual loss.

CLAUSE 19 :

Except where otherwise provided in the contract all questions and disputes relating to the meaning of specification, design, drawings and instructions here in before mention 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, design, 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 or the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Director/Indian Institute of Technology (Indian Institute of Technology (Indian School of Mines)), in charge of the work at the time of dispute or if there be no director, the Administrative head Registrar of the said Indian School of Mines at the time of such appointment. If will be no objection to any such appointment that the arbitrator so appointment is a I.I.T. (I.S.M.) Officer, that he has to deal with the matters

to which the contract relates and that in the course of his duties as I.I.T. (I.S.M.) Officer he had expressed views on all or any of the matters in dispute or difference. The arbitratory 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 contractor. 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 contractor 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 therefore 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 dispite 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 it 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 from making and publishing the awards.

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 I.I.T. (I.S.M.) or any contracting person through the Engineer-in-charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the 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 pat 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 with held or retained by way of lien by the Engineer-in-charge or the Director or any other contracting persons through Engineer-in-charge or I.I.T. (I.S.M.) 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 I.I.T. (I.S.M.) 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 on not in entirely, if considered expedient.

CLAUSE 25 :

A ll 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.

CLAUSE 26 :

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Executive Engineer or behalf of the I.I.T. (I.S.M.) shall have the option of terminating the contractor without compensation to the contractor.

CLAUSE 27 :

Before start of the work all materials are to be deposited and got inspected by Engineer-in-charge in terms of quality and quantity.

CLAUSE 28 :

The contractor will comply with all the provisions of minimum wage Act 1948, contract labour (Regulation and abolition) Act 1970 and rules framed there under and other labour laws effecting contract labour that may be brought into force from time to time.

CLAUSE 29:

The contractor is to indemnify on keeping hardness the employer from all claims for accidents loss or damage to his workmen through the operation of this contract.

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)

Campus Engineer

Occupation :

Address :

Witness :

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2)