



भारतीय प्रबंध संस्थान बेंगलूर
INDIAN INSTITUTE OF MANAGEMENT
BANGALORE

NOTICE INVITING TENDER
(NIT No. PM/NIIMB/MDC/PQ/2021-22/14S)

WORK: Notice Inviting electronic Tender for prequalification (Technical Bid) and Financial e-bidding of Supplying, Installation, Testing and commissioning of Gym Equipment's for MDC Block at New campus, Survey no.47, Mahanthalingapura Village, Jigani Hobli, Anekal Taluk, Bangalore

Project Manager
IIMB

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1. NOTICE INVITING TENDER
NIT No. PM/NIIMB/MDC/PQ/2021-22/14S

SCHEDULE FOR PREQUALIFICATION (TECHNICAL BID & FINANCIAL e- BID)

SI.No	Particulars	Date
1	Release of Advertisement	19.01.2022
2	e-Tender website for participation of Technical and Financial Bid	www.tenderwizard.com/IIMB
3	Date & Time of issue of e-Tender document from	19.01.2022 to 3-02-2022 upto ,14:30hrs
4	Last date for submission of Pre bid queries <ul style="list-style-type: none"> • Queries to be furnished to following e-mail <ul style="list-style-type: none"> i) ms.vishwanath@iimb.ac.in ii) uday@mindspacearchitects.com iii) harish.v@syconepmc.com 	4-02-2022 up-to 16.00hrs . contact No :08026993551/3700.
5	Remittance of e-Tendering processing fee for downloading e- Tender Documents and Reverse Auction Bidding and Training. <ul style="list-style-type: none"> • e-Tendering fees = Rs.3500.00 • Registration fees = Rs.2000.00 18% GST is applicable for all the above charges. Vendors already possessing Digital Signature need not buy the Digital Signature fees. Processing Fees should be paid through online e- Payment using Credit/Debit card or Net banking Mode	https://www.tenderwizard.com/IIMB Contact No: 080-40482100 Mr. Prabhu swamy -9686196760. Mr. Mohan -9686196765
6	EMD Amount	As per GOI -Nil.
7	Pre bid meeting <ol style="list-style-type: none"> a) Date of pre bid meeting b) Time of pre bid meeting c) Place of pre bid meeting 	<ol style="list-style-type: none"> a) 8-02-2022 b) 14.30 to 16.00 hours c) Online .
8	Technical & Financial e- bid Submission	Vendor Should submit the Technical & Financial e- bid through e- tender mode only. (www.tenderwizard.com/IIMB).
9	Last date and time of online Submission of e-Tender	11.02.2022 15:00hrs
10	Opening of Technical Bid	11.02.2022 15:30hrs
11	Date & Time of Opening of Financial bid	Will intimate later.
12	Date & Time of Reverse Auction e-Bidding	Will intimate later

2. LETTER OF SUBMISSION OF PREQUALIFICATION DOCUMENT
(TECHNICAL BID & FINANCIAL e-BID)

From

To

The Director,
Indian Institute of Management Bangalore
Bannerghatta Road,
Bangalore-560 076.

Description of work: Notice Inviting Tender for prequalification (Technical Bid) of Supplying, Installation, Testing and commissioning of Gym Equipment's for MDC Block at New campus, Survey no.47, Mahanthalingapura Village, Jigani Hobli, Anekal Taluk, Bangalore (NIT No. PM/NIIMB/MDC/PQ/2021-22/14S)

Dear Sir,

Having examined the details given in pre-qualification press Notice and pre-qualification document for the above work, I/We hereby submit the pre-qualification document and other relevant information.

- 1) I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statement are true and correct.
- 2) I/We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
- 3) I/We submit the requisite certified certificate from bank and authorize IIMB, to approach the Bank issuing the certificate to confirm the correctness thereof. I/we also authorize IIMB to approach individuals, employers, firms and corporation to verify our competence and general reputation.
- 4) My/Our Tender shall be valid for a period of 90 days from the date fixed for the tender submission deadline in accordance with the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5) If my/our Tender is accepted, we commit to obtain a Performance Security in the amount as specified in the tender document for the due performance of the Contract and sign the agreement.
- 6) I/We understand that this Tender, together with your written acceptance thereof included in your letter of acceptance, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- 7) I/We understand that the suppliers who quotes lowest in the online or reverse auction e-bidding will be considered for the final selection.
- 8) I/We hereby declare that the entire work including Addendum/ Corrigendum, if any, shall be completed in all respect within the time limit specified in the NIT.

Signature of the contractor with seal

- 9) I/We here by authorize the Employer to get all bank guarantee verified and got confirmed from concerned Bank.
- 10) I/we undertake and confirm that our firm/partnership firm has not been blacklisted by any state/Central departments /PSUs /Autonomous bodies during the last 7 years of its operations. Further that, if such information comes to the notice of the department, then I/we shall be debarred for bidding in IIM Bengaluru in future forever. Also, if such information comes to the notice of department on any day before date of start of work, the Engineer-in-charge shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee **(Scanned copy of this notarized affidavit to be uploaded at the time of submission of bid)**.
- 11) I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another Vendor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in IIM Bengaluru in future for ever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.
- 12) I/We submit the certificates in support of our suitability, technical know-how and capability for having successfully completed the works.
- 13) I have furnished all the contact information such as postal address, telephone and e mail etc.

Seal of Vendor

Date of submission: --

Signature(s) of Vendor

3. Brief particulars of the work

Supplying, Installation, Testing and commissioning of Gym Equipment's for MDC Block at New campus, Survey no.47, Mahanthalingapura Village, Jigani Hobli, Anekal Taluk, Bangalore

3.1) Period for completion of work: 2 Months

Completion Time:

Sl. No	Location	Package	Completion period	Final date for SITC
01	New IIMB campus @ Survey no 47, Jigani	Supply, Installation, Testing and Commissioning of Gym Equipments	2 Months	31/04/2021

4. INFORMATION AND INSTRUCTIONS TO VENDOR

4.1 DEFINITIONS:

In this document the following words and expressions have the meaning Here by assigned to them.

- Employer, Institute, Authority, and IIM. Bangalore: Mean Indian Institute of Management, Bangalore acting through its Director or nominated person.
- Vendor: Means the individual, proprietary concern, partnership firm, private or public limited company applying for the pre-qualification.
- "Year": means "Financial Year" unless stated otherwise.
- "PQ": means pre-qualification or Technical Bid

4.2 GENERAL INFORMATION:

- 4.2.1 (a) The prequalification (technical bid) document should be Uploaded to <https://www.tenderwizard.com/IIMB> only duly signed with seal.
(b) No modes of softcopy by mail / other modes will not be accepted from the Vendors.
(c) Tender will not be accepted after the date and time fixed for receipt of tenders as set in Tender notice or subsequent extensions if any.
- 4.2.2 Incomplete details are liable to be rejected and no correspondence will be entertained during the process.
- 4.2.3 Language of tender: The language for submission of application should be English.
- 4.2.4 In the event of any firm wishing to withdraw from pre-qualification, the Vendor must return the document with an explanatory letter to the employer.
- 4.2.5 **Period of validity of tender:** Tenders shall be valid for 90 (Ninety) days from the last date of submission of the tender. IIMB will not be responsible for any costs or expenses incurred by Tenderers in connection with the preparation or delivery of Tenders. If any Tenderers withdraws his tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the IIMB, then the IIMB will not consider such tenders for final selection and such suppliers will not be allowed to participate in future tenders of IIMB.
- 4.2.6 **Period for completion of work:** The duration for completion of project works is stated in Clause 3.1 from the date of Handing over of site upon issue of Letter of Award.
- 4.2.7 No cost of whatsoever will be paid towards site visits, etc, during pre-qualification/progress of the work.
- 4.2.8 While submitting the schedule duly filled in, the Vendor shall enclose latest copies of brochures and technical documentation giving more information about the firm.
- 4.2.9 The Vendor should organize for inspection of their works done at their own cost if required by the technical evaluation committee.
- 4.2.10 All information called for in the enclosed forms shall be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact shall be mentioned against the relevant column. Even if no information is to be provided in a column,

- a "nil/not applicable/ no such case" entry shall be made in that column. If any particulars/ queries are not applicable in case of the Vendor, it shall be stated as "not applicable". The Vendors are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the Vendor being automatically disqualified. Applications received late will not be entertained.
- 4.2.11 The application shall be page numbered and each page shall be signed & stamped.
- 4.2.12 Overwriting shall be avoided. Correction, if any, shall be made by neatly crossing out, initialling, dating and rewriting. Pages of the pre-qualification document shall be numbered. Additional sheets, if any added by the Vendor, shall also be numbered.
- 4.2.13 References, information and certificates from previous clients certifying suitability, technical knowhow or capability, quality of work of the Vendor shall be signed by an officer not below the rank of Executive Engineer or equivalent.
- 4.2.14 The Vendor may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of pre-qualification document unless the specifically required by and asked for by IIMB.
- 4.2.15 Any information furnished by the Vendor found to be incorrect either immediately or at a later date, would render him automatically disqualified.
- 4.2.16 The Tender document in prescribed form duly completed and signed shall be Uploaded to <https://www.tenderwizard.com/IIMB> "Pre-qualification of Vendors for the Supply, Installation, Testing and Commissioning of Gym Equipment's".
- 4.2.17 Application for Tender supported by prescribed annexure shall be Uploaded to <https://www.tenderwizard.com/IIMB> with the name of work, name & phone nos. of the Vendor and due date of opening.
- 4.2.18 Vendors are advised to keep visiting the IIM Bangalore's website from time to time (till the deadline for PQ bid submission) for any updates in respect of the Pre-Qualification notice, if any. Failure to do so shall not absolve the Vendor of his liabilities to submit its Pre-Qualification application complete in all respect including updates thereof, if any. An incomplete application may be liable for rejection.
- 4.2.19 IIM Bangalore reserves the right to verify the particulars furnished by the Vendor independently. If any information furnished by the Vendor is found incorrect at a later stage, he shall be debarred from tendering and taking up of any work in IIM Bangalore.
- 4.2.20 Documents submitted in connection with pre-qualification will be treated confidential and will not be returned.
- 4.2.21 After the technical evaluation, IIM Bangalore will inform the prequalified Vendors who shall be eligible for the bidding process. IIM Bangalore is likely to provide a comparatively short time span for submission of the Bids for the Project. The Vendors are, therefore, advised to visit the site and familiarize themselves with the Project. Any Vendor may enquire about its qualification status which may be informed to it after the completion of Vendor selection

procedure. However, IIM Bangalore is not bound to inform the Vendor regarding the reason for its non-qualification.

4.2.22 Arbitration:

In case, any dispute or difference shall arise between the parties during the progress of work or after construction or abandonment of the work as to the meaning of construction of this contract or touching or relating either to the said buildings or works, or to any other matter of thing arising directly or indirectly under this contract, then and in such an event the same shall be referred to arbitration by the Director of the Institute of Management Bangalore as the Sole Arbitrator who shall alone consider and determine the same and whose award shall be binding and conclusive upon both the said parties and this clause shall be deemed a submission within the meaning of the Arbitration and Conciliation Act, 1996, or statutory modification or re-enactment thereof.

4.2.23 The venue of arbitration proceedings shall be Bangalore.

4.2.24 It is further agreed between the parties hereto that the Bangalore Courts alone shall have the exclusive jurisdiction.

4.2.25 IIM Bangalore reserves the right to reject any or all prospective applications without assigning any reason and to restrict the list of pre-qualified Vendors to any number deemed suitable.

4.3 METHOD OF APPLICATION:

4.3.1 If the Vendor is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.

4.3.2 If the Vendor is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney shall accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm shall accompany the application.

4.3.3 If the Vendor is a limited company, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a certified copy of the power of attorney. The Vendor shall also furnish a copy of the Memorandum & Articles of Association duly attested by a Public Notary.

4.4 FINAL DECISION MAKING AUTHORITY:

Director, IIM Bangalore reserves the right to accept or reject any application, to annul the pre-qualification process and reject all applications at any time, without assigning any reason or incurring any liability to the Vendors. IIM Bangalore reserves the right to reject any or all prospective Vendors without assigning any reason and to restrict the list of pre-qualified Vendors to any number deemed suitable.

Similar work shall mean “

Supplying, Installation, Testing and commissioning of Gym Equipment's for MDC Block at New campus, Survey no.47, Mahanthalingapura Village, Jigani Hobli, Anekal Taluk, Bangalore

a) Certificates:

- i. All tenderers should submit the valid registration certificate. Commercial tax certificate, balance sheet with profit and loss statement for the last 4 years.
 - II. The tenderers shall also submit satisfactory completion certificates in support of each quoted experience along with work order. The satisfactory completion certificate should be signed by an officer not below the rank of Executive Engineer concerned in case of Government department or the rank of General Manager in case of public sector as the case may be. In case of work from reputed private organizations, the copy of agreement, work order and the TDS Certificates shall be submitted along with the work completion certificate duly signed by the architect and client both.
 - III. The bidder shall submit the certificates in respect of all ongoing/in hand works to be signed by an officer not below the rank of Executive Engineer concerned in case of Government department or the rank of General Manager in case of public sector as the case may be. A consolidated list of all such works shall be submitted by the bidder.
 - i. All the documents to be submitted shall be Seal & Signed.
- b) Application from joint ventures and consortium shall be accepted.
- c) The Vendor must submit an undertaking that the Vendor is not in default of payment of Statutory dues (other than disputed dues being contested by the Vendor) and that up to tax returns have been filed along with the payment of due taxes, and submit copies of such returns submitted to the IT department/ Department of Trade and Taxes.
- d) As per the audited financial statement and after considering the impact of qualifications, the Vendor shall not have incurred any loss in during the last three financial years ending 31st March 2021.
- e) Should not be black listed by any State/Central Govt. Department or PSU or Autonomous bodies. The Vendor must submit a duly notarized affidavit to this effect. Applications received without this declaration in original shall stand automatically rejected.
- f) The Bidder should be ISI/ISO Certified 9001:2015 company with after sales support center, with a scope of manufacturing, Providing, Support, Services, Erection & Commissioning of Gym, Exercise, Fitness Equipment being mentioned in the Certificate

4.8 EVALUATION CRITERIA FOR PRE-QUALIFICATION:

S.N	Attributes	Maximum Marks	Evaluation																		
(a)	Financial strength (Form "A" and "B")	Maximum 20 Marks	i)60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro-rata basis																		
	A : Turn Over (Min 50 lakhs)	16Marks																			
	B: Solvency	4 Marks																			
(b)	Experience in similar nature of Work during last seven years (Form C) SITC Of Gym Equipment's	Maximum 30 Marks	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro-rata basis																		
(c)	Performance on works (Form D)	30																			
	1) Performance on Time Overrun (ToR)	Maximum 20 Marks																			
	Parameter Calculation for Points If ToR =	<table border="1"> <tr> <td>1.00</td> <td>2.00</td> <td>3.00</td> </tr> <tr> <td>20</td> <td>15</td> <td>10</td> </tr> <tr> <td>(I)Without Levy of compensation</td> <td>20</td> <td>5</td> <td>0</td> </tr> <tr> <td>II)With Levy of compensation</td> <td>20</td> <td>10</td> <td>0</td> </tr> <tr> <td>III)With Levy of compensation</td> <td></td> <td></td> <td></td> </tr> </table>	1.00	2.00	3.00	20	15	10	(I)Without Levy of compensation	20	5	0	II)With Levy of compensation	20	10	0	III)With Levy of compensation				
1.00	2.00	3.00																			
20	15	10																			
(I)Without Levy of compensation	20	5	0																		
II)With Levy of compensation	20	10	0																		
III)With Levy of compensation																					
<p>TOR = AT/ST, where AT=Actual Time; ST=Stipulated Time. Note: Marks for value in between the stages indicated above is to be determined by straight line Variation basis.</p>																					
	2). Performance on Work Quality (Form E)	Maximum 10 Marks																			
	i)very good ii)good iii)Fair iv) poor	15Marks 10Marks 05Marks 0 Marks																			
(d)	Personal and Establishment (Form F)	Maximum 10 Marks																			
	Sl. No	Designation (Technical Representative)	Maximum Marks																		
		Educational and Relevant Experience																			
	1	Project Manager	4																		
	2	Senior Engineer	3																		
	3	Quality Control engineer	2																		
	4.	Site Engineer	1																		
(e)	Plant & Equipment .	Maximum 10 Marks																			

	Sr. No	Plant & Equipment	Maximum marks 10
	1	Manufacturing Unit	upto Max. 5 marks
	2	Tools & Equipments Details	upto Max. 3 marks
	3	Generators	upto Max. 2 marks
	Total		100 marks

To be eligible for short listing the bidder must secure at least 50% in each and 60% marks in aggregate. IIMB however, reserves the right to restrict the list of bidders qualifying in technical bid evaluation to any number, as deemed suitable by it.

4.9 TENDER SUBMISSION:

- a. After evaluation of pre-qualification applications, a list of qualified agencies will be prepared. Short listing of the bidders shall be done after thorough verification of their credentials and inspection of similar works carried out/in progress by them, through a Joint evaluation Committee. Only Technically qualified agencies financial e- bid will be considered.
- b. IIM Bangalore, reserves the right, without being liable for any damages or obligation or informs the Vendor, to:
 - i. Amend the scope of work and/or value of contract to the Vendor.
 - ii. Amend the time for execution of work.
 - iii. Reject any or all the applications without assigning any reason.
- c. Any effort on the part of the vendor or his agent to exercise influence or to pressurize the employer would result in automatic rejection of his application. Canvassing of any kind is strictly prohibited.
- d. Any addendum/change in the schedule will be uploaded in IIMB/website & Keonics Portal ..

4.10 .List of Forms To be Attached

Sr. No.	List of forms	Form No.
1	Financial information	Form A
2	Form of bankers' solvency certificate from a scheduled bank	Form B
3	Details of all supplies of similar nature completed during the last seven years 31.01.2014 to 31.01.2021	Form C
4	Projects under execution or awarded	Form D
5	Performance report of works to be considered for eligibility	Form E
6	Details of technical & administrative personnel to be employed for the work	Form F
8	Tenderer's information sheet	Form G
9	Declaration	Form H
10	Notarized affidavit of not been blacklisted by any state/Central departments /PSUs /Autonomous bodies during the last 7 years of its operations	
11	An undertaking that the Vendor is not in default of payment of Statutory dues	

FINANCIAL INFORMATION

Name of the firm / Vendor.....

- I. Financial Analysis-Details to be furnished duly supported by figures in balance sheet / profit & loss account for the last three years duly certified and audited by the Chartered Accountants, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Fig in lakhs Rs

Sr. No.	Particulars	Financial Years		
		2017 - 18	2018 - 19	2019 - 20
(i)	Gross Annual turnover			
(ii)	Turnover On GYM equipments			

- II. Financial arrangements for carrying out the proposed work.
- III. Solvency Certificate from Bankers of bidder in the prescribed Form "B"
- (iv) Outstanding value of Work for the Financial Year 20-21 up to 31.03.2021
- (v) Outstanding Credit Limit for the Financial Year 20-21 up to 31.03.2021

SIGNATURE OF BIDDER(S)

Signature of Chartered Accountant with Seal

Signature of the contractor with seal

FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

1. This is to certify that to the best of our knowledge and information that M/s. / Shri
 having marginally noted
 address, a customer of our bank are / is respectable and can be treated as good for any
 engagement upto a limit of Rs..... (Rupees
))

2. This certificate is issued without any guarantee or responsibility on the bank or any of the
 officers.

4. (Signature)

5. For the Bank

NOTE:

- 1) Banker's certificate should be on letter head of the Bank, sealed in cover addressed to
 Director IIMB, Bengaluru
- 2) In case of partnership firm, certificate should include names of all partners as recorded
 with the Bank.
- 3) The certificate should not be more than 3 months old from the last date of submission bid.

**DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST SEVEN YEARS i.e.
AFTER 31.01.2014**

Name of the firm / Vendor

Sl. No	Name of work / project and location	Owner or sponsoring organization	Cost of work in crores	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration cases pending / in progress with details*	Name and Address (Postal & Email) / Telephone number of officer to whom Reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Certified that the above list of works is complete and no work has been left out and that the information given is correct to my / our knowledge and belief.

Note:

The tenderers shall also submit satisfactory completion certificates in support of each quoted experience along with work order. The satisfactory completion certificate should be signed by an officer not below the rank of Executive Engineer concerned in case of Government department or the rank of General Manager in case of public sector as the case may be. In case of work from reputed private organizations, the copy of agreement, work order and the TDS Certificates shall be submitted along with the work completion certificate duly signed by the architect and client both.

SIGNATURE OF BIDDER(S)
WITH STAMP

PROJECTS UNDER EXECUTION OR AWARDED

Sl. No.	Name of work / project and location	Owner or sponsoring organization	Cost of work in crores	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow progress if any, and reasons thereof	Name and Address (Postal & Email) / Telephone number of officer to whom Reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

SIGNATURE OF BIDDER(S)
WITH STAMP

PERFORMANCE REPORT OF WORKS TO BE CONSIDERED FOR ELIGIBILITY

1	Name of work / Project & Location	
2	Agreement No.	
3	Estimated Cost	
4	Tendered Cost	
5	Date of Start	
6	Date of completion	
	i) Stipulated Date of Completion (as mentioned in work order)	
	ii) Actual Date of Completion	
7	i) Status of Compensation/ Penalty (Not Levied / Levied / Not Decided)	
	ii) Amount of compensation levied for delayed completion, if any	
8	Amount of reduced rate items, if any.	
9	Whether any litigation / arbitration case pending / in progress in respect of this work.	
10	Total Value of work done	
11	Agreement amount	
12	a. Tentative value of various components of work executed : Interiors works	
11	Performance Report	
	1) Quality of Work	Very Good/Good/Fair/Poor
	2) Financial Soundness	Very Good/Good/Fair/Poor
	3) Technical Proficiency	Very Good/Good/Fair/Poor
	4) Resourcefulness	Very Good/Good/Fair/Poor
	5) General Behaviour	Very Good/Good/Fair/Poor
12	Remarks (if any):	
	Dated:	Executive Engineer Or Equivalent with stamp

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

Sl. No.	Designation	Total Number	Number for this work	Name	Qualifications	Professional/ Interiors Design Experience and details of work carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

Signature of bidder(s) with stamp

TENDERER'S INFORMATION SHEET

Tenderer's Information		
Tenderer's legal name		
Tenderer's legal address		
Tenderer's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	Name:	Address:
	Telephone : Fax :	E-Mail:
Tenderer's details of Incorporation	Place of incorporation/ registration:	Year of incorporation:

Attached are copies of the following original documents.

- 1. Articles of incorporation or constitution of the legal entity named above.
- 2. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

Details of the office closest to Bengaluru(if available)

1.	Address of Office	
2.	Telephone :	Contact :
3.	Fax :	E-Mail :

Signature of bidder(s) with stamp

Designation: -----

Signature of Contractor.....

Signature of Employer.....

DECLARATION
(TO BE SIGNED BY THE TENDERER SUBMITTING THE TENDR
ON DOWNLOADED TENDER DOCUMENT)

I/We hereby declare and certify that:

1. I/We are submitting the tender in the tender document downloaded by me /us from the website & we certify that there is no change in formatting, numbering of pages etc. In the downloaded documents.
2. I/We are submitting the tender in the tender document which is exactly similar and identical to the one available on the website and also as available with the officer inviting tenders.
3. I / We have not made any modifications / corrections / additions / omissions etc in the tender documents downloaded from web by me / us.
4. I / We have checked that no page in the downloaded tender document is missing and all the pages as per web site are available & that all the pages of tender document submitted by us are clear & legible.
5. I / We have signed (with stamp) all the pages of the tender document before submitting the same.
6. I / we have wax sealed the tender documents properly before submitting the same.
7. I / We have submitted the application for issue of tender documents on the prescribed format separately along with the cost of tender documents and also the attested Xerox copies of the eligibility documents prescribed for respective work in the NIT.
8. I / We have read carefully & understood the entire Tender document including important instructions to the tenderers submitting the downloaded tender.
9. In case at any stage whatsoever at a later date it is found/ revealed that there is a difference in our downloaded tender documents from the original approved Tender Document, IIMB shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.
10. In case at any stage whatsoever at a later date it is found that there is difference in our downloaded tender document from the approved Tender Document, we clearly understand that our work shall be liable to be cancelled and Earnest Money/ Performance Guarantee / Security deposit etc all are liable to be forfeited by IIMB and in such an eventuality I / We shall have no right or claim for any damages / compensation from IIMB on this account. Further in such case I / We may also be debarred by IIMB for further participation in the tendering in the concerned IIMB& be removed from the approved list of Vendors of IIMB

Dated.....

Signature of bidder(s) with stamp

5. GENERAL CONDITION OF CONTRACT

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Director of IIMB and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -
 - (i) The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - (ii) The **Site** shall mean the land, places on, into or where work is to be executed under the contract or any adjacent land, path, or street or where work is to be executed under the contract or any adjacent land, path or street which may be temporarily allotted or used for the purpose of carrying out the contract.
 - (iii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - (iv) The Director means the Director of IIMB and his successors.
 - (v) The Project Manager/Engineer-in-charge means who shall supervise and be in-charge of the works.
 - (vi) Indian Institute of Management- Bangalore shall mean the Director IIMB.
 - (vii) Accepting Authority shall mean the authority mentioned in Schedule 'F'.
 - (viii) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.
 - (ix) **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.
 - (x) Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.

Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.

- (xi) **Department** means CPWD or any department of Government of India which invites tenders on behalf of Director of IIMB as specified in schedule 'F'.
- (xii) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.
- (xiii) **Tendered value** means the value of the entire work as stipulated in the letter of award.
- (xiv) **Date of commencement of work:** The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tenderdocument.
- (xv) **GST** shall mean Goods and Service Tax - Central, State and Inter State.

Scope and
Performance

- 3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates, and such other printed and published documents, together with all drawings as may be forming part of the tender documents. None of these documents shall be used for any purpose other than that of this contract.

**Works to be carried
out**

- 6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labourers, materials, tools, plants, equipment, and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage, and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

**Sufficiency of
Tender**

- 7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and
Adjustment of Errors

8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
- 8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed: -
- (i) Description of Schedule of Quantities.
 - (ii) Particular Specification and Special Condition, if any.
 - (iii) Drawings.
 - (iv) CPWD Specifications.
 - (v) Indian Standard Specifications of B.I.S.
- 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Signing of Contract

9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of: -
- (i) the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - (ii) Standard C.P.W.D. Form as mentioned in Schedule 'F' consisting of:
 - (a) Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexures thereto.
 - (b) C.P.W.D. Safety Code.
 - (c) Model Rules for the protection of health, sanitary arrangements for workers employed by CPWD or its contractors.
 - (d) CPWD Contractor's Labour Regulations.
 - (e) List of Acts and omissions for which fines can be imposed.
 - (iii) No payment for the work done will be made unless contract is signed by the contract

CLAUSES OF CONTRACT

CLAUSE 1

Performance Guarantee

- i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Project Manager up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Project Manager. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or IIMB Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the IIMB as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the IIMB to make good the deficit.
- ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.
- iii) The Project Manager shall not make a claim under the performance guarantee except for amounts to which the Director IIMB is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - a. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Project Manager may claim the full amount of the Performance Guarantee.
 - b. Failure by the contractor to pay Director IIMB any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Project Manager.
 - c. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Director IIMB.
 - d. On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Project Manager. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.

This provisional completion certificate shall be recorded by the concerned Project Manager.

After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of performance guarantee shall be returned to the contractor, without any interest.

However in case of contracts involving Maintenance of building and services / any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.

CLAUSE 1 A

Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit IIMB at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by IIMB by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of IIMB Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the IIMB as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the IIMB to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by IIMB on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or IIMB Securities (if deposited for more than 12 months) endorsed in favor of the Project Manager, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

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

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

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

Note-3: Note 1 & 2 above shall be applicable for both clause 1 and 1A

CLAUSE 2

Compensation for Delay

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion, as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the IIMB on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of Tendered Value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

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

- | | |
|-------------------|---------------------------------|
| (i) Compensation | @ 1 % per month of delay |
| For delay of work | to be computed on per day basis |

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10 % of the Tendered Value of work or of the Tendered Value of the Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.

In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Project Manager decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

Provided that compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action by the Project Manager under clause 3 for delay in performance and claim of compensation under that clause.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the IIMB. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

CLAUSE 2A

Incentive for early completion

Not Applicable

CLAUSE 3

When Contract can be Determined

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

- (i) If the contractor having been given by the Project Manager a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Project Manager.
- (iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Project Manager without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Project Manager the contractor will be unable to complete the same or does not complete the same within the period specified.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Project Manager.
- (v) If the contractor shall offer or give or agree to give to any person in IIMB service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for IIMB.
- (vi) If the contractor shall enter into a contract with IIMB in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Project Manager.
- (vii) If the contractor had secured the contract with IIMB as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors

or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labor on a piece-work basis or of labor with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Project Manager.

When the contractor has made himself liable for action under any of the cases aforesaid, the Project Manager on behalf of the Director IIMB shall have powers:

- (a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Project Manager shall be conclusive evidence). Upon such determination, the Earnest Money Deposit Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the IIMB.
- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

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

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is more, either party may close the contract by giving notice to the other party stating reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits:

- (i) If the Tendered value of work is up to Rs. 45 lac : 15 days.
- (ii) If the Tendered value of work is more than Rs. 45 lac and
up to Rs. 2.5 Crore : 21 days.
- (iii) If the Tendered value of work exceeds Rs. 2.5 Crore : 30 days.

Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

CLAUSE 4

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

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

CLAUSE 5

Time and Extension for Delay

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site notified by the Project Manager, whichever is later. However, the handing over of site by the Project Manager in full or in part (if so provided in contract), shall be completed within two months from issue of acceptance letter. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Project Manager and shall be absolutely at the disposal of the IIMB without prejudice to any other right or remedy available in law.

- 5.1. As soon as possible but within twenty one days of award of work and in consideration of
 - a) Schedule of handing over of site as specified in the Schedule 'F'
 - b) Schedule of issue of designs as specified in the Schedule 'F'
 - i. The Contractor shall submit a Time and Progress Chart for each mile stone. The Project Manager may within 30 days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Project Manager. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Project Manager and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases

in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'.

- ii. In case of non-submission of construction programme by the contractor the program approved by the Project Manager shall be deemed to be final.
- iii. The approval by the Project Manager of such programme shall not relieve the contractor of any of the obligations under the contract.
- iv. The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Project Manager for the work done during previous month to the Project Manager on or before 5th day of each month failing which a recovery Rs. 2500/- (for works costing up to Rs. 20 Crores) / Rs. 5000/- (for works costing more than Rs. 20 Crores) shall be made on per week or part basis in case of delay in submission of the monthly progress report.

5.2. If the work(s) be delayed by:-

5.2.1.force majeure, or

5.2.2.abnormally bad weather, or

5.2.3.serious loss or damage by fire, or

5.2.4.civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

5.2.5.delay on the part of other contractors or tradesmen engaged by Project Manager in executing work not forming part of the Contract, or

5.2.6.non-availability of stores, which are the responsibility of IIMB to supply or

5.2.7.non-availability or break down of tools and Plant to be supplied or supplied by IIMB or

5.2.8.Any other cause like above which, in the reasoned opinion of the Project Manager is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Project Manager for entry in the hindrance register (physical or web-based as prescribed in Schedule 'F' but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Project Manager to proceed with the works.

The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.

- 5.3. In case the work is hindered by any reasons, in the opinion of the contractor, by the Department or for someone for whose action the Department is responsible, the contractor may immediately give notice thereof in writing to the Project Manager in the same manner as prescribed under sub Clause 5.2 seeking extension of time or rescheduling of milestone/s. The authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work after due consideration of the same within 30 days of receipt of such request. In event of non-application by the contractor for extension of time Project Manager after affording opportunity to the contractor may give, supported with a programme, a fair and reasonable extension within a reasonable period of occurrence of the event.

Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause

5.2 The contractor shall be entitled to only extension of time and no damages.

- 5.4. Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones (Appendix-XVI) or Form of application by the contractor for seeking extension of time (Appendix –XVII) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/ s or extension of time is desired.

With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.

- 5.4.1. In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 30 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the contractor for extension of time Project Manager after affording opportunity to the contractor may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

- 5.5. In case the work is delayed by any reasons, in the opinion of the Project Manager, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the Project Manager may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

CLAUSE 6

Measurements of Work Done

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

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

All measurements and levels shall be taken jointly by the Project Manager or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Project Manager and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Project Manager or his representative, the Project Manager and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Project Manager or his representative shall be deemed to be accepted by the Contractor.

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

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

The contractor shall give, not less than seven days' notice to the Project Manager or his authorized representative in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Project Manager or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Project Manager's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

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

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

CLAUSE 6A

Computerized Measurement Book

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

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

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

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Project Manager and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Project Manager and/or his

authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

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

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

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

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

The contractor shall give not less than seven days' notice to the Project Manager or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Project Manager or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Project Manager's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Project Manager or his authorized representative may cause either themselves or through another Project Manager of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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

CLAUSE 7

Payment on Intermediate Certificate to be regarded as Advances

No payment shall be made for work, estimated to cost Rs. One lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. One lac, the

interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Project Manager. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Project Manager shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Project Manager certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Project Manager. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Project Manager or his representatives together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Project Manager, the period of ten working days will be extended to fifteen working days. In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor provided the bill submitted by the contractor found to be in order, a simple interest @ 10% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis.

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

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

The Project Manager in his sole discretion on the basis of a certificate from the representatives to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% per annum shall be paid to the IIMB from the date of expiry of prescribed time limit which will be compounded on yearly basis.

Payments in composite Contracts

In case of composite tenders, running payment for the major component shall be made by Project Manager to the main contractor. Running payment for minor component shall be made by the Project Manager of the discipline of minor component directly to the main contractor.

In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Project Manager of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component, as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall

be recovered by Project Manager of major or minor component from the next R/A/ final bill due to main contractor as the case may be.

CLAUSE 7A

No Running Account Bill shall be paid for the work till the applicable labor licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Project Manager.

CLAUSE 8

Completion Certificate and Completion Plans

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

CLAUSE 8A

Contractor to Keep Site Clean

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

CLAUSE 8B

Completion Plans to be submitted by the Contractor

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 2005 and (Part-II External) 1994 as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1 % of Tendered Value or limit prescribed in Schedule F whichever is more as may be fixed by the Project Manager.

The contractor shall submit completion plan for Internal and External Civil, Electrical and Mechanical Services within thirty days of the completion of the work, provided that the service plans having been issued for execution by the Project Manager, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans.

CLAUSE 9

Payment of Final Bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Project Manager whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Project Manager, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Project Manager or his authorized representatives, complete with account of materials issued by the Department and dismantled materials.

- | | | |
|-------|--|----------|
| (i) | If the Tendered value of work is up to Rs. 45 lac : | 2 months |
| (ii) | If the Tendered value of work is more than Rs.45 lac and up to Rs. 2.5 Crore : | 3 months |
| (iii) | If the Tendered value of work exceeds Rs. 2.5 Crore : | 6 months |

In case of delay in payment of final bills after prescribed time limit, a simple interest @ 10% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor found to be in order.

CLAUSE 9A

Payment of Contractor's Bills to Banks

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Project Manager (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by IIMB or his signature on the bill or other claim preferred against IIMB before settlement by the Project Manager of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly received and discharged through his bank, registered financial, co-operative or thrift societies or recognized financial institutions.

Nothing herein contained shall operate to create in favor of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities visa- vis the Director IIMB.

CLAUSE 10: (Not Applicable in this contract)

CLAUSE 10A

Materials to be provided by the Contractor

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the IIMB.

The contractor shall, at his own expense and without delay; supply to the Project Manager samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Project Manager furnish proof, to the satisfaction of the Project Manager that the materials so comply. The Project Manager shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Project Manager for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Project Manager shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Project Manager. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Project Manager may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Project Manager and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Project Manager or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Project Manager shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Project Manager shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being

answerable or accountable for any loss or damage that may happen or arise to such materials. The Project Manager shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Project Manager may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

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

CLAUSE 10B

Secured Advance on Nonperishable Materials

- (i) The contractor, on signing an indenture in the form in Annexure XVIII by the Project Manager, shall be entitled to be paid during the progress of the execution of the work up to 70% of the invoice/purchase value (excluding GST) furnished by contractor Or 60% of the quoted rate (excluding GST) whichever is lowest will be considered for making payment on the advance of any materials which are in the opinion of the Project Manager non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

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

(ii) Mobilization Advance

Mobilization advance not exceeding 10% of the tendered value to be claimed within one month of the order to commence the work, against furnishing of a Bank Guarantee Bond from a Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the period of 15 months. The mobilization advance bears an interest at the rate of 10 per cent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. The mobilization advance will be recovered from contractor's bills commencing after forty percent of the gross value of the works executed at the rate of 20% of bill value such that the advance is recovered by the time of ninety percent of the gross value of the contract is executed and paid. The interest on the mobilization advance will be recovered in subsequent bills after recovering the full mobilization advance. Mobilization advance is not available for a value less than 10% of the tendered value and will not be provided in instalment. The contractor can return the mobilization advance in full any time and IIMB will return the bank guarantee on recovery of the advance along with interest. In order to ensure that the project is not suffering for want of working capital, IIMB encourages the contractor to avail the mobilization advance as soon as commencement of work by providing bank guarantee.

Exclusive Bank Account and Audit Certificate for funds utilized

In order to ensure that advances provided by IIMB and payment made against bills are exclusively used for IIMB project and there are no diversion of funds to other contracts, the contractor shall open a separate bank account in their bank where they normally avail working capital facility or State Bank of India of IIMB Branch. IIMB will make all payments related to the project to the bank account exclusively opened for the project. The contractor has to give an audit certificate issued by the Auditor of the Contractor on a quarterly

basis within 15 days of the completion of the quarter (June, September, December and March) certifying that funds provided by IIMB including mobilization advance and all other payments made on account of the contract.

Provided always that provision of Clause 10 B (ii) shall be applicable only when so provided in 'Schedule F'.

- (iii) An advance for plant, machinery & shuttering material required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery which in the opinion of the Project Manager will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% percent of the tender value. In the case of new plant and equipment to be purchased for the work, the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Project Manager. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Project Manager. The contractor shall, if so required by the Project Manager, submit the statement of value of such old plant and equipment duly approved by a Registered Valuer recognized by the Central Board of Direct Taxes under the Income- Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs. 50,000/- Seventy five per cent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same.

Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following:

1. Leasing company which gives certificate of agreeing to lease equipment to the contractor.
2. Project Manager and
3. The contractor.

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

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

Interest & Recovery

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

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

CLAUSE 10C

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

If after submission of the tender, if the price of any material incorporated in the work (excluding the material covered under clause 10 CA and not been a material supply for a Project Manager's store in accordance with clause 10 therefore)and/ or wages of labor increases as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied.

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Project Manager's stores in accordance with Clause 10 thereof) and/or wages of labor as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty), IIMB shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and not being material supplied from the Project Manager's stores in accordance with Clause 10 hereof) and/or labor engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labor on the coming into force of such law, statutory rule or order.

This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

Project Manager shall call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labor, give notice thereof to the Project Manager stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

For this purpose, the labor component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, of the value of work done during that period and the increase/decrease in labor shall be considered on the minimum daily wages in rupees of any unskilled mazdoor, fixed under any law, statutory rule or order. The cost of work for which escalation is applicable (W) is same as cost of work done worked out as indicated in sub-para (ii) of clause 10 CC except the amount of full assessed value of secured Advance.

CLAUSE 10CA (NOT APPLICABLE IN THIS CONTRACT)

CLAUSE 10CC (NOT APPLICABLE IN THIS CONTRACT)

CLAUSE 10 D

Dismantled Material IIMB Property

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as IIMB's property and such materials shall be disposed of to the best advantage of IIMB according to the instructions in writing issued by the Project Manager.

CLAUSE 11

Work to be executed in Accordance with Specifications, Drawings, and Orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Project Manager and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labor and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

CLAUSE 12

Deviations/ Variations Extent and Pricing

The Project Manager shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Project Manager and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration shall not exceed 1.25 times of Tendered amount. Any further deviation beyond this limit up to 1.5 times of tendered amount shall be approved by Director with recorded reason and in exceptional case, Chairman CDC shall have full power to approve the deviation beyond 1.50 times of tendered amount with recorded reason and take suitable corrective action.

- 12.1. The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows :
- i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
 - ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Project Manager.

Deviation, Extra Items and Pricing

12.2.

A. For Project and original works:

In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, which shall include invoices, vouchers etc. and Manufacturer's specification for the work failing which the rate approved later by the Project Manager shall be binding and the Project Manager shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined, failing which it will be deemed to have been approved.

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

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

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

Deviation, Substituted Items, Pricing

A. For Project and original works:

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

- a. If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- b. If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

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

In the case of substitute Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of substitute items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

Deviation, Deviated Quantities, Pricing

A. For Project and original works:

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

contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

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

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

The prescribed time limits for finalizing rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items is within 30 days after submission of proposal by the contractor without observation of the Project Manager.

12.3. A. For Project and original works:

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

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

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

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

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

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

12.6. Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE 13

Foreclosure of contract due to Abandonment or Reduction in Scope of Work

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Project Manager shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

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

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labor huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) IIMB shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however IIMB shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by IIMB, cost of such materials as detailed by Project Manager shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- (iii) If any materials supplied by IIMB are rendered surplus, the same except normal wastage shall be returned by the contractor to IIMB at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to IIMB stores, if so required by IIMB, shall be paid.
- (iv) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- (v) Reasonable compensation for repatriation of contractor's site staff and imported labor to the extent necessary.

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

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

In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Project Manager may return the previous Performance Guarantee.

Clause 14

Carrying out part work at risk & cost of contractor

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Project Manager; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Project Manager; or

Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Project Manager.

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

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

The Project Manager shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by IIMB because of action under this clause shall not exceed 10% of the tendered value of the work.

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

Any excess expenditure incurred or to be incurred by IIMB in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by IIMB as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to IIMB in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

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

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

CLAUSE 15

Suspension of Work

- (i) The contractor shall, on receipt of the order in writing of the Project Manager, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Project Manager may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
 - a. on account of any default on the part of the contractor or;
 - b. for proper execution of the works or part thereof for reasons other than the default of the contractor; or
 - c. For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Project Manager.

- (ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
 - a. The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
 - b. If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Project Manager may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labor at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Project Manager within fifteen days of the expiry of the period of 30 days.
- (iii) If the works or part thereof is suspended on the orders of the Project Manager for more than three months at a time, except when suspension is ordered for reason (a) in sub- para (i) above, the contractor may after receipt of such order serve a written notice on the Project Manager requiring permission within fifteen days from receipt by the Project Manager of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by IIMB or where it affects whole of the works, as an abandonment of the works by IIMB, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Project Manager. In the event of the contractor treating the suspension as an abandonment of the contract by IIMB, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Project Manager may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labor at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Project Manager within 30 days of the expiry of the period of 3 months.

CLAUSE 15 A: (Not Applicable in the Contract)

CLAUSE 16

Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Project Manager, his authorized subordinates in charge of the work and the Project team. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Project Manager or his authorized subordinates in charge of the work and Quality Assurance or his subordinate Project Managers or the Project Managers of the organization engaged by the Department for Quality Assurance, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Project Manager specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Project Manager in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

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

CLAUSE 17

Contractor Liable for Damages, defects during defect liability period

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Project Manager as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Project Manager cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lakhs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Project Manager, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

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

CLAUSE 18

Contractor to Supply Tools & Plants etc.

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Project Manager's stores), machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying

with the requirements of the Project Manager 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 persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Project Manager at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

CLAUSE 18 A

Recovery of Compensation paid to Workmen

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, IIMB is obliged to pay compensation to a workman employed by the contractor, in execution of the works, IIMB will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the IIMB under sub-section (2) of Section 12, of the said Act, IIMB shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by IIMB to the contractor whether under this contract or otherwise. IIMB shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to IIMB full security for all costs for which IIMB might become liable in consequence of contesting such claim.

CLAUSE 18 B

Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labor (Regulation and Abolition) Act, 1970, and of the Contract Labor (Regulation and Abolition) Central Rules, 1971, IIMB is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the C.P.W.D. Contractor's Labor Regulations from time to time for the protection of health and sanitary arrangements for workers employed by Contractors, IIMB will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the IIMB under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labor (Regulation and Abolition) Act, 1970, IIMB shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by IIMB to the contractor whether under this contract or otherwise IIMB shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the IIMB full security for all costs for which IIMB might become liable in contesting such claim.

CLAUSE 19

Labor Laws to be complied by the Contractor

The contractor shall obtain a valid license under the Contract Labor (R&A) Act, 1970, and the Contract Labor (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. **The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.**

The contractor shall also abide by the provisions of the Child Labor (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

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

CLAUSE 19A

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

CLAUSE 19 B

Payment of Wages

- (i) The contractor shall pay to labor employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labor Regulations or as per the provisions of the Contract Labor (Regulation and Abolition) Act, 1970 and the contract Labor (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labor indirectly engaged on the work, including any labor engaged by his sub-contractors in connection with the said work, as if the labor had been immediately employed by him.
- (iii) In respect of all labor directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labor Regulations made by IIMB from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizably made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labor (Regulation and Abolition) Act, 1970, and the Contract Labor (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (iv)
 - a. The Project Manager concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
 - b. Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labors directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Project Manager shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labors and pay the same to the persons entitled thereto from any money due to the contractor by the Project Manager concerned.
- (v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labor (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- (vi) The contractor shall indemnify and keep indemnified IIMB against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labor Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen

CLAUSE 19C

In respect of all labor directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Project Manager shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19 D

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

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

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

CLAUSE 19 E

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

CLAUSE 19 F

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

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

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

- 4) The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix -I and II, and the same shall be kept at the place of work.

CLAUSE 19 G

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

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

CLAUSE 19 H

The contractor(s) shall at his/their own cost provide his/their labor with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Project Manager.

- (i)
 - a. The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) For each member of the worker's family staying with the laborer.
 - b. The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.
 - c. The contractor(s) shall also construct temporary latrines and urinals for the use of the laborers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
 - d. The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

(ii)

- a. All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Project Manager. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be kutcha but plastered with mud gobi and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Project Manager and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.
 - b. The contractor(s) shall provide each hut with proper ventilation.
 - c. All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
 - d. There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Project Manager. Back to back construction will be allowed.
- (iii) **Water Supply** - The contractor(s) shall provide adequate supply of water for the use of laborers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labor camp from the existing mains wherever available, and shall pay all fees and charges therefore.
- (iv) The site selected for the camp shall be high ground, removed from jungle.
- (v) **Disposal of Excreta** - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of laborers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.
- (vi) **Drainage** - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
- (vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- (viii) **Sanitation** - The contractor(s) shall make arrangements for conservancy and sanitation in the labor camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19 I

The Project Manager may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labor have an easy access to the individual houses, the contractor shall issue identity cards to the laborers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labor. Project Manager will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service center, to apprise the residents about the same.

CLAUSE 19J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorisedly during construction, and is handed over to the Project Manager with vacant possession of complete building. If such building though completed is occupied illegally, then the Project Manager shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy up to 5% of

tendered value of work may be imposed by the Director, IIMB whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

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

CLAUSE 19K

Employment of skilled/semi-skilled workers

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

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

CLAUSE 19L

Contribution of EPF and ESI

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Project Manager to the contractor on actual basis. **The applicable and eligible amount of EPF&ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.**

CLAUSE 20

Minimum Wages Act to be complied with

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

CLAUSE 21

Work not to be sublet.

The contract shall not be assigned or sublet without the written approval of the Project Manager And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public Project Manager or person in the employ of IIMB in any way relating to his office or employment, or if any such Project Manager or person shall become in any way directly or indirectly interested in the contract, the Project Manager on behalf of the Director IIMB shall have power to adopt the course specified in Clause 3 hereof in the interest of IIMB and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 22

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of IIMB without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE 23

Changes in firm's Constitution to be intimated

Where the contractor is a partnership firm, the previous approval in writing of the Project Manager shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Project Manager who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 25

Settlement of Disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Project Manager considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Director IIMB who shall refer the dispute to the Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for a written response, and, give its decision within a period of 30 days extendable by 10 days by consent of both the parties from the receipt of reference from Director. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc

If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) or expiry of time limit given above, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Director, IIMB, in charge of the work for appointment of arbitrator on prescribed proforma as per Appendix XV under intimation to the other party.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

The Director IIMB shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Project Manager to Director for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator. In the event of

A.) A party fails to appoint the second Arbitrator, or

B.) The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then

The Director IIMB shall appoint the second or Presiding Arbitrator as the case may be.

- (ii) Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where Tendered amount is Rs. 100 Crore or less. Where Tendered Value is more than Rs. 100 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall be applicable.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the DRC.

It is also a term of this contract that any member of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts at a level not lower than Director (Joint Secretary level of IIMB of India). This shall be treated as a mandatory qualification to be appointed as arbitrator.

Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority, the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid as per the Act.

The place of arbitration shall be as mentioned in Schedule F. In case there is no mention of place of arbitration, the arbitral tribunal shall determine the place of arbitration.

The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.

CLAUSE 26

Contractor to indemnify IIMB against Patent Rights

The contractor shall fully indemnify and keep indemnified the Director IIMB against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against IIMB in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the Director IIMB if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Project Manager in this behalf.

CLAUSE 27: (Not Applicable in the Contract)

CLAUSE 28

Action where no Specifications are specified

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case, there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Project Manager.

CLAUSE 29

Withholding and lien in respect of sum due from contractor

- (i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Project Manager or the IIMB shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Project Manager or the IIMB shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Project Manager or the IIMB shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Project Manager of the IIMB or any contracting person through the Project Manager 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 Project Manager or IIMB will be kept withheld or retained as such by the Project Manager or IIMB till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Project Manager or the IIMB shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

- (ii) IIMB shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for IIMB to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by IIMB to the contractor, without any interest thereon whatsoever.

Provided that the IIMB shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Project Manager on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Project Manager.

CLAUSE 29A

Lien in respect of claims in other Contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Project Manager or the IIMB or any other contracting person or persons through Project Manager against any claim of the Project Manager or IIMB 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 Project Manager or the IIMB or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Project Manager or the IIMB will be kept withheld or retained as such by the Project Manager or the IIMB or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 30: (Not Applicable in the Contract)

CLAUSE 31

Unfiltered water supply

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

- i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Project Manager.
- ii) The Project Manager shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Project Manager, unsatisfactory.

CLAUSE 31 A

Departmental water supply, if available

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

- i) The Electrical charges as per actual consumption and rate as per prevailing BESCOM Charges.
- ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.

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

CLAUSE 32

Alternate water arrangements

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

The contractor shall be allowed to construct temporary wells in IIMB land for taking water for construction purposes only after he has got permission of the Project Manager in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damages to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damages caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work

CLAUSE 33

Return of Surplus materials

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of IIMB either by issue from IIMB stocks or purchase made under orders or permits or licenses issued by IIMB, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the IIMB and return, if required by the Project Manager, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such

price as the Project Manager shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Project Manager shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to IIMB for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

CLAUSE 34

Hire of Plant & Machinery

- i) The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work except for the Plant & Machinery listed in Schedule 'C' and stipulated for issue to the contractor. If the contractor requires any item of T&P on hire from the T&P available with the IIMB over and above the T&P stipulated for issue, the IIMB will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Project Manager. In such a case, all the conditions hereunder for issue of T&P shall also be applicable to such T&P as is agreed to be issued.
- ii) Plant and Machinery when supplied on hire charges shown in Schedule 'C' shall be made over and taken back at the departmental equipment yard/shed shown in Schedule 'C' and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Project Manager shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
- iii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the Department.
- iv) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over up to and inclusive of the date of the return in good order even though the same may not have been working for any cause except major breakdown due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Project Manager when any plant or machinery gets out of order requiring major repairs as aforesaid. The Project Manager shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this, if the breakdown before lunch period or major breakdown will be computed considering half a day's breakdown on the day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause, the decision of the Director, IIMB shall be final and binding on the contractor.
- v) The hire charges shown above are for each day of 8 hours (inclusive of the one hour lunch break) or part thereof.
- vi) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, firewood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying the Department against any loss or damage caused to the plant and machinery either during transit or at site of work
- vii) Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work however, the Project Manager may, at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that case, the hourly hire charges for overtime to be borne by the contractor shall be 50% more than the normal proportionate hourly charges (1/8th of the daily charges) subject to a minimum of half day's normal charges on any particular day. For working out hire

charges for over time, a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.

- viii) The contractor shall release the plant and machinery every seventh day for periodical servicing and/or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing/ wash out irrespective of the period employed in servicing.
- ix) The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labor and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the Project Manager, the work or a portion of work for which the same was issued is completed.
- x) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Department and will be countersigned by the contractor or his authorized agent daily. In case the contractor contests the correctness of the entries and/or fails to sign the Log Book, the decision of the Project Manager shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted.
- xi) In the case of concrete mixers, the contractors shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion.
 - a. In case, rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of departmental rollers, maximum quantity of any items to be consolidated for each roller-day shall also be same as in Annexure to Clause 34(x). For less use of rollers, recovery for the less roller days shall be made at the stipulated issue rate.
- xii) The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due to his failure to return the same, soon after the completion of the work, for which it was issued. The Project Manager shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
- xiii) The contractor will be exempted from levy of any hire charges for the number of days he is called upon in writing by the Project Manager to suspend execution of the work, provided IIMB plant and machinery in question have, in fact, remained idle with the contractor because of the suspension
- xiv) In the event of the contractor not requiring any item of plant and machinery issued by IIMB though not stipulated for issue in Schedule 'C' any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without, in any way, affecting the right of the Project Manager to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.

CLAUSE 35

Condition relating to use of asphaltic materials

- i) The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.
- ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Project Manager. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Project Manager shall be made and the material return to the contractors. Although the materials are hypothecated to IIMB, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Project Manager in writing.

- iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

CLAUSE 36

Employment of Technical Staff and employees

Contractors Superintendence, Supervision, Technical Staff & Employees

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

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

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Project Manager and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Project Manager and shall also note down instructions conveyed by the Project Manager or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/ checked measurements/ test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Project Manager of the work, in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Project Manager, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non- refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Project Manager as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Project Manager shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill final bill and shall produce evidence if at any time so required by the Project Manager.

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

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

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

CLAUSE 37

Levy/Taxes payable by Contractor

- i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and IIMB shall not entertain any claim whatsoever in this respect except as provided under Clause 38.
- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the IIMB of India and does not any time become payable by the contractor to the State IIMB, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the IIMB of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE 38

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

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

However, effect of variation in rates of GST or Building and Other Construction Workers

Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

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

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

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

CLAUSE 39

Termination of Contract on death of contractor

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the PMC Project Manager on behalf of the Director IIMB shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 40

If relative working in IIMB then the contractor not allowed to tender

The contractor shall not be permitted to tender for works in IIMB responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an Project Manager in any capacity between the grades of the Director, IIMB . He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Project Manager in the IIMB. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however, the contractor is registered in any other department; he shall be debarred from tendering in IIMB for any breach of this condition.

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

CLAUSE 41: (Not Applicable in the Contract)

CLAUSE 42

Return of material & recovery for excess material issued

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

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

- (iii) The said action under this clause is without prejudice to the right of the IIMB to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

CLAUSE 43

Compensation during warlike situations

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Project Manager and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Project Manager to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Project Manager, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed, but not already measured and paid for, the compensation shall be assessed by the PMC Project Manager up to Rs.5,000/- and by the Director, IIMB concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Project Manager regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

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

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

CLAUSE 44

Apprentices Act provisions to be complied with

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Director, IIMB may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CLAUSE 45

Release of Security deposit after labor clearance

Release of Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labor Project Manager. As soon as the work is virtually complete, the contractor shall apply for the clearance certificate to the Labor Project Manager under intimation to the Project Manager. The Project Manager, on receipt of the said communication, shall write to the Labor Project Manager to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labor Project Manager to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

INTEGRITY PACT

To,

Project Manager,

.....,

.....

Sub: Submission of Tender for the work of

Dear Sir,

I/We acknowledge that IIMB is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of CPWD.

INTEGRITY AGREEMENT

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

BETWEEN

Director, IIMB represented through CAO,

.....,

(Name of Division)

IIMB,, (Hereinafter referred

(Address of Division)

as the ‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual/firm/Company)

through (Hereinafter referred to (Details of duly authorized signatory)

as the “Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for

.....

(Name of work)

hereinafter referred to as the “Contract”.

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

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

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

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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

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

- (1) It is required that each Bidder/Contractor (including their respective Project Managers, employees, and agents) adhere to the highest ethical standards, and report to the IIMB / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - (d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the IIMB interests.

The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

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

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anti-corruption approach or with Central IIMB or State IIMB or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

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

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

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

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

1.
 (Signature, name and address)

2.
 (signature, name and address)

Place:

Dated :

IIMB / CPWD SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and handhold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to $1(\frac{1}{4}$ horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder up to and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
(b) Safety Measures for digging bore holes: -
 - (i). If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse.
 - (ii). During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work.
 - (iii). Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m all-round the point of drilling to avoid entry of people.
 - (iv). After drilling the bore well, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing.

- (v). After the completion of the bore well, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump.
- (vi). After the bore well is drilled the entire site should be brought to the ground level.
- 7. Demolition - Before any demolition work is commenced and also during the progress of the work,
 - (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - (ii) No electric cable or apparatus which is liable to be a source of danger, or a cable or apparatus used by the operator shall remain electrically charged.
 - (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- 8. All necessary personal safety equipment as considered adequate by the Project Manager should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned: - The following safety equipment shall invariably be provided.
 - (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
 - (iii) Those engaged in welding works shall be provided with welder's protective eye shields.
 - (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to:-
 - (a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher Project Manager.
 - (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes color in the presence of such gases and gives indication of their presence.
 - (d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - (e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - (f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.

- (i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Project Manager may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- (j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- (k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapor proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- (l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
- (m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- (n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- (o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- (p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Project Manager regarding the steps to be taken in this regard in an individual case will be final.
- (vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken: -
 - (a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - (b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - (c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
- 9. An additional clause (viii)(i) of IIMB Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:
 - (i) White lead, sulphate of lead or product containing this pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - (ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
 - (iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - (iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - (v) Overall, shall be worn by working painters during the whole of working period.
 - (vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - (vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of IIMB.
 - (viii) IIMB (DA) may require when necessary medical examination of workers.

- (ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
- 10. When the work is done near any place where there is risk of drowning, all necessary equipment's should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
- 11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions: -
 - (i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - (ii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - (iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer- in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Project Manager whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
- 12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- 13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- 15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labor Project Manager or Project Manager of the department or their representatives.
- 16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India

IIMB Contractor's Labor Regulations

1. SHORT TITLE

These regulations may be called the C.P.W.D./PWD (DA) Contractors Labor Regulations.

2. DEFINITIONS

i) Workman means any person employed by IIMB (DA) or its contractor directly or indirectly through a subcontractor with or without the knowledge of the Central Public Works Department/PWD (DA) to do any skilled, semiskilled, or unskilled manual, supervisory, technical, or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person: -

a) Who is employed mainly in a managerial or administrative capacity: or

b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or

c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

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

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

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

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

3. i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid overtime for the extra hours put in by him at double the ordinary rate of wages.

iii) a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.

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

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

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in

English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Appendix 'III'.

5. PAYMENT OF WAGES

- i) The contractor shall fix wage periods in respect of which wages shall be payable.
- ii) No wage period shall exceed one month.
- iii) The wages of every person employed as contract labor in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- vi) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- vii) All wages shall be paid in current coin or currency or in both.
- viii) Wages shall be paid without any deductions of any kind except those specified by the Central IIMB by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Project Manager under acknowledgment.
- x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Junior Engineer or any other authorized representative of the Project Manager who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
- xi) The contractor shall obtain from the Junior Engineer or any other authorized representative of the Project Manager as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form: -

"Certified that the amount shown in column No has been paid to the workman

Concerned in my presence on at "

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following: -
 - (a) Fines
 - (b) Deductions for absence from duty i.e., from the place or the places whereby the terms of his employment he is required to work. The amount of deduction shall be in proportion to
The period he was absent.
 - (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - (d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
 - (e) Any other deduction which the Central IIMB may from time to time allow.
- (i) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labor Commissioner.

Note: - An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-X

- (ii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iii) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- (iv) No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days from the date on which it was imposed.
- (v) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. LABOUR RECORDS

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

vii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)

viii) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV)

8. ATTENDANCE CARD-CUM-WAGE SLIP

i) The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen form at (Appendix-VII)

ii) The card shall be valid for each wage period.

iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.

iv) The card shall remain in possession of the worker during the wage period under reference.

v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.

vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

9. EMPLOYMENT CARD

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

10. SERVICE CERTIFICATE

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

11. PRESERVATION OF LABOUR RECORDS

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

12. POWER OF LABOUR Project Manager TO MAKE INVESTIGATIONS OR ENQUIRY

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

13. REPORT OF LABOUR OFFICER

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

i) The Project Manager shall arrange payments to the labor concerned within 45 days from the receipt of the report form the Labor officer or the Director, IIMB as the case may be.

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labor Officer or other person so authorized may appeal against such decision to the Director, IIMB concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Project Manager concerned but subject to such appeal, the decision of the Project Manager shall be final and binding upon the contractor.

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

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

16. INSPECTION OF BOOKS AND SLIPS

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

17. SUBMISSIONS OF RETURNS

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

18. AMENDMENTS

The IIMB may from time to time add to or amend the regulations and on any question as to the application/Interpretation or effect of those regulations the decision of the Director, IIMB shall be final.

REGISTER OF MATERNITY BENEFITS (Clause 19 F)

Name and address of the contractor.....

Name and location of the work.....

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

Date on which maternity leave commenced and ended

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

Leave pay paid to the employee

In case of delivery	In case of miscarriage	Remarks
---------------------	------------------------	---------

Rate of leave pay	Amount paid	Rate of leave pay	Amount paid
11	12	13	14

**SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT ADMISSIBLE TO THE
CONTRACTOR'S LABOUR IN CENTRAL PUBLIC WORKS DEPARTMENT WORKS.**

Name and address of the contractor.....

Name and location of the work.....

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

Remarks column for the use of Inspecting Project Manager.

Labor Board

Name of work.....

Name of Contractor.....

Name and address of Division.....

Name of Labor Officer / Project Manager.....

Address of Labor Officer / Project Manager.....

Name of Labor Enforcement Officer / Project Manager.....

Address of Labor Enforcement Officer / Project Manager.....

Sl. No.	Category	Minimum wage fixed	Actual wage paid	Number present	Remarks

Weekly holiday.....

Wage period.....

Date of payment of wages.....

Rest interval.....

Form-XIII (See Rule 75)

Register of Workmen Employed by Contractor.....

Name and address of contractor.....

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

Nature and location of work.....

Name and address of Principal Employer.....

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

Form-XVI (See Rule 78(2)(a))
Muster Roll

Name and address of contractor.....

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

Nature and location of work.....

Name and address of Principal Employer.....For the Month of fortnight.....

Sl. No	Name of Workman	Sex	Father's/Husband's name	Dates					Remarks
				1	2	3	4	5	
1	2	3	4	1	2	3	4	5	6

Form-XVII (See Rule 78(2)(a))

Register of wages

Name and address of contractor.....

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

Nature and location of work.....

Name and address of Principal Employer.....wages Period: Monthly/Fortnight

S l. N o	Na me of wo rk m an	Seri al No. in the reg- iste r of work man	Des igna tion/ natu re of wo rk don e	No. of day s wo rked	Unit s of work done	Dail y rate of wag es/ piec e rate	Amount of wages earned					Ded uctio ns if any (indi cate natu re)	Net amo unt paid	Sign ature or thum b impr essio n of the work- man	Initia l of contr actor or his repre sentati ve
							Bas ic wag es	Dear ness allow ances	Ov erti me	Ot her ca sh pa ym ent s (In dic ate nat ure)	T ot al				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Wage Card No.....

Wage Card- Appendix VII

Name and address of contractor..... Date of Issue.....

Name and location of work..... Designation.....

Name of workman..... Month/Fortnight

Rate of Wages.....

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

Morning	Rate
Evening	Amount
Initial	

Received fromthe sum of

Rs..... on account of my wages

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

Signature.

Form-XIX
[See rule 78 (2)(b)]
Wages Slip

Name and address of contractor.....

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

Nature and location of work.....

For the Week/Fortnight/Month ending.....

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

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

3- Rate of daily wages/piece rate

4- Amount of overtime wages.....

5- Gross wages payable.....

6- Deduction, if any.....

7- Net amount of wages paid.....

Initials of the contractor or his representative

Form-XIV
[See rule 76]
Employment Card

Name and address of contractor-----

Name and address of establishment under which contract is carried on-----

Name of work and location of work-----

Name and address of Principal Employer-----

Name of the workman-----

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

Nature of employment/designation-----

Wage rate (with particulars of unit in case of piece work) -----

Wage period-----

Tenure of employment-----

Remarks-----

Signature of contractor

Form-XV (See Rule 77)

Service Certificate

Name and address of contractor.....

Nature and location of work.....

Name and address of workman.....

Age or date of birth.....

Identification marks.....

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

Name and address of Principal Employer

S I. N O	Total Period for which employed		Nature of Work Done	Rate of wages (with particulars of unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

Signature

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

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

1. Willful insubordination or disobedience, whether alone or in combination with other.
2. Theft fraud or dishonesty in connection with the contractors beside a business or property of CPWD.
3. Taking or giving bribes or any illegal gratifications
4. Habitual late attendance.
5. Drunkenness lighting, riotous or disorderly or indifferent behaviour
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the CPWD or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age father's name, etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property of manufacturing or making of unauthorized particles at the workplace.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employer during the working hours within the premises.

Form-XII (See Rule 78(2) (d))

Register of Fines

Name and address of contractor.....

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

Nature and location of work.....

Name and address of Principal Employer.....

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

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

Name and address of contractor.....

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

Nature and location of work.....

Name and address of Principal Employer.....

S l. N o.	Name of Wor kman	Father's/ Husband name	De sig nat ion / nat ure of em plo ym ent	Parti cula rs of dam age or loss	Dat e of dam age or loss	Whet her work man show ed caus e again st dedu ction	name of person in whose presenc e employe e's explanati on was heard	Amount of deducti on impose d	inst all me nts	Date of recovery		Remarking
										Firs t inst all- me nt	La st in st all - me nt	
1	2	3	4	5	6	7	8	9	10	11	12	13

Form-XXII (See Rule 78(2) (d))

Register of Advances

Name and address of contractor.....

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

Nature and location of work.....

Name and address of Principal Employer.....

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

Form-XXIII (See Rule 78(2) (e))

Register of Overtime

Name and address of contractor.....

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

Nature and location of work.....

Name and address of Principal Employer.....

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

Appendix - XV (FORM 31)
INDENTURE FOR SECURED ADVANCES

(Referred to in paragraphs 10.2.20 and 10.2.22 of CPW A Code)

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time)

THIS INDENTURE made the..... day of20..... BETWEEN
(hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the DIRECTOR OF IIMB (hereinafter called the President which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated..... (Hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the President that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the President has agreed to advance to the Contractor the sum of Rupees on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor on and the President has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees..... on or before the execution of these presents paid to the Contractor by the President (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the President and declare as follows: -

- (1) That the said sum of Rupees so advanced by the President to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the President as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the President against all claims to any materials in respect of which an advance has been made to him as aforesaid.
- (3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer Division (hereinafter called the Divisional Officer) and in the term of the said agreement.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorised by

him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer.

- (5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorised by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the President of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the President will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the President shall immediately on the happening of such default be repayable by the Contractor to the President together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the President in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the President to repay and pay the same respectively to him accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the President of the said sum of Rupees and any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the President may at any time thereafter adopt all or any of the following courses as he may deem best :-
 - (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor, he is to pay same to the President on demand.
 - (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the President under these presents and pay over the surplus (if any) to the Contractor.
 - (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

- (9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

In witness whereof the saidand..... by the order and under the direction of the President have hereunto set their respective hands the day and year first above written.

Signed, sealed and delivered by..... the said contractor in the presence of

.....

Signature

Witness Name

Address

Signed by.....

by the order and direction of the President in the presence of

Signature

Witness Name

Address

APPENDIX - XVI
(Refer Clause 5)
FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING RESCHEDULING OF
MILESTONE/EXTENSION OF TIME

1. Name of contractor
2. Name of work as given in the agreement
3. Agreement no
4. Estimated amount put tender CON 297 Page 27
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time if has been given by authority in Schedule 'F' previously

letter no. and date	Extension granted	
	Months	Days
(a) 1st extension.....		
(b) 2nd extension		
(c) 3rd extension		
(d) 4th extension		
(e) Total extension previously given		

9. Reasons for which extension have been previously given (copies of the previous applications should be attached)
10. Period for which extension if applied for
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last (for causes under clause 5.2/ and 5.3).

Submitted to the Authority indicated in Schedule F With copy to the Engineer-in-charge and Sub Divisional Officer

Signature of Contractor

Dated

APPENDIX - XVII
Notice for appointment of Arbitrator [Refer
Clause 25]

To

.....

Dear Sir,

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

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of appeal to you
17. Date of receipt of your decision.

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

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

1. We have exhausted provision of DRC as per clause 25 of this agreement.
2. Statement of claims with amount of claims.
- 3.
- 4.
- 5.

Yours faithfully,

(Signatures)

Copy in duplicate to:

- 1.

**Form of Earnest Money Deposit Bank Guarantee
Bond**

WHEREAS contractor(Name of contractor) (hereinafter called "the contractor") has submitted his tender dated (date) for the construction of..... (name of work) (hereinafter called "the Tender") KNOW ALL PEOPLE by these presents that we(name of bank) having our registered office at (Hereinafter called "the Bank") are bound unto

..... (Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs. (Rs. in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents. SEALED with the Common Seal of the said Bank this day of 20..... THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender.
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required.

OR

- (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender

Form of Performance Security (Guarantee) Bank Guarantee Bond-Format - I

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

1. We,.....(hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees... Only) on demand by the Government.
2. We,..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only)
3. We, the said bank further undertakes to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We,(indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We,..... (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We,..... (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up to..... unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated theday offor..... (Indicate the name of the Bank)

Form of Performance Security (Guarantee) Bank Guarantee Bond- Format -II

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

1. We,.....(hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees... Only) on demand by the Government.
2. We,..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only)
3. We, the said bank further undertakes to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We,(indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We,..... (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We,..... (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up to..... unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees.....)

PROFORMA OF SCHEDULES

(Separate Performa for Civil, Elect. & Hort. Works in case of Composite Tenders)

SCHEDULE 'A'

Schedule of quantities (as per PWD-3)

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Conditions of contract

Name of work:

Estimated cost of work: Rs.

(i) Earnest money: Rs.(To be returned after receiving performance guarantee)

(ii) Performance Guarantee :5% of tendered value.

(iii) Security Deposit : 2.5% of tendered value.

SCHEDULE 'F'

GENERAL RULES: Officer inviting tender
& DIRECTIONS

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3. See below

Definitions:

2(v) Engineer-in-Charge

2(viii) Accepting Authority

2(x) Percentage on cost of materials and labour to cover all overheads and profits. 15%

2(xi) Standard Schedule of Rates

2(xii) Department

9(ii) Standard CPWD contract Form GCC 2019,
CPWD Form 7/ 8 as modified & corrected up to

Clause 1

- (iv) Time allowed for submission of Performance Guarantee, programme chart (Time and progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying there of from the date of issue of letter of acceptance..... days
- (v) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above days

(1 to 15 days to be filled by NIT approving authority)

Clause 2

Authority for fixing compensation under clause 2.

Clause 2A

Applicable clause 2/Clause 2A Yes / No

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start Milestone(s) as per table given below: -day

SI No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be with-held in case of non-achievement of milestone
1.			
2.			
3.			
4.			

Time allowed for execution of work.

Authority to decide:

- (i) Extension of time..... (Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)
- (ii) Rescheduling of milestones (Superintending Engineer/PM/CPM in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)
- (iii) Shifting of date of start in case of delay in handing over of site (Superintending Engineer/ PM/CPM in Charge or Superintending Engineer/ PM/CPM in Charge of Major Component in case of Composite Contracts, as the case may be)

PROFORMA OF SCHEDULES Clause 5 Schedule of handing over of site

Part	Portion of site	Description	Time Period for handing over reckoned from date of issue of letter of intent.
Part A	Portion without any hindrance		
Part B	Portions with encumbrances		
Part C	Portions dependent on work of other agencies		

Clause 5

Applicable clause 5/ Clause 5A

Clause 7

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

Rs.

Clause 7A

Whether clause 7A shall be applicable

yes/No

Clause 10A

List of testing equipment to be provided by the contractor at site lab.

- | | | |
|---------|---------|---------|
| 1. | 2. | 3. |
| 4. | 5. | 6. |

Clause 10B(ii)

Whether Clause 10 B (ii) shall be applicable

Yes/No

Clause 10C

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

Clause 10CC

Applicable/ Not Applicable

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

Component of civil (except materials covered under clause 10CA)/Electrical construction value of work. -

Xm%

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

Y%

Note: Xm % should be equal to (100) - (materials covered under clause 10CA

i.e. Cement, Steel, POL and other material specified in clause 10CA + Component of Labour)

Clause 11 Specifications to be followed for execution of work

Clause 12 Authority to decide deviation up to 1.5 times of tendered amount

12.2 & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work

12.5 (i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (Except items mentioned in earth work subhead in DSR and related items)
(ii) Deviation Limit for items mentioned in earth work subhead of DSR and related items

Clause 16 Competent Authority for deciding reduced rates

Clause 18 List of mandatory machinery, tools & plants to be deployed by the contractor at site:
1 2 3
4 5 6
7 8 9

Clause 19C.....authority to decide penalty for each default

Clause 19D.....authority to decide penalty for each default

Clause 19Gauthority to decide penalty for each default

Clause 19K.....authority to decide penalty for each default

Clause 25
Constitution of Dispute Redressal Committee (DRC)
Chairman -
Member -
Member -

Clause 32

Requirement of Technical Representative(s) and recovery Rate

Sl No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical /Technical representative)	Experience	Minimum	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
							Figures	Words
1.								
2.								
3.								
4								
5								

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

Diploma holder with minimum 10-year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

Clause 38

- (i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates..... printed by C.P.W.D.
- (ii) (ii) Variations permissible on theoretical quantities:
 - (a) Cement
 - For works with estimated cost put to tender not more than Rs. 25 lakh. 3% plus/minus.
 - For works with estimated cost put to tender more than Rs. 25 lakh.. 2% plus/minus.
 - (b) Bitumen All Works 2.5% plus & only & nil on minus side.
 - (c) Steel Reinforcement and structural steel sections for each diameter, section and category 2% plus/minus
 - (d) All other materials. Nil

6. Technical Specifications

Sl.No	Description	Brands
1	<p>Commercial AC Motorized Treadmill Motor -5 HP AC Treadmill Duty Speed range: 1-22 Km/h Motor incline: 0-15% Running surface: 155 x 58 cm Self-lubrication running belt: 3360 x 580 x t2.2mm, free lubrication for 1000 hours 4-pieceselastic cushions + 4pcs patented cushions system Max user's weight: 180kgs Computer: LED windows, Dot Matrix Screen provide 36 Pre-set Programs + 3 User's Programs +1 Manual Handle Pulse, Body Fat Function MP3 input and Two built-in Speakers Handle Bar to hold during workouts USB charger and input for your Option Headphone output for your option Quick speed and incline button on console Wheels for transportation easily HRC+Polar built-in receiver for option. Phenolic resin running deck N.W.: 220kgs,G.W.: 240kgs.</p>	<p>Technogym, precor, Life fitness, Stayfit ,viva Fitness , startrac,</p>
2	Commercial Elliptical Cross Trainer	
	Strides: 22 Inches natural strides.	<p>Technogym, precor, Life fitness, Stayfit ,viva Fitness , startrac,</p>
	Maximum Watt: 250 Watts.	
	Resistance Level: 16 levels.	
	Resistance System: Electro-Magnetic resistance.	
	Power: Self-generated power system Programs: 06 Programs	
	Drive System: Centre design drive, super silent poly-V belt driven.	
	Pedals: Self balancing, dose spacing. enlarge, impact-absorbing, fit to any size Centre of Gravity: Low COG combined with a balanced frame.	
	Cardio Monitor: In built metallic pulse sensor.	
	Display: Dot matrix LED. computerized console.	
	Display Feedback: Multi feedback read out instantly displays time, distance. RPM, calories, heart rate, speed, work (Resistance) levels, watts and mets.	
	Transportation: Transportation wheels for easy movements.	
	Strides Wheel: Dual wheel track, fiber glass reinforced nylon wheel with high quality bearing.	
	Frame Structure: Arched support frame for maximum durability and stability.	
	Frame: Al frame structures electro statically powder coated to ensure minimum corrosion and chip resistance.	

	Rating: Commercial.	
	User Weight: 180 Kgs.	
	Dimension: 80* (1) X 28*(W) X 70'(H)Frame: Al frame structures electro statically powder coated to ensure minimum corrosion and chip resistance. Rating: Commercial. User Weight: 180 Kgs. Dimension: 80* (1) X 28*(W) X 70'(H)	
3	Recumbent Bike	Technogym, precor, Life fitness, Stayfit ,viva Fitness , startrac,
	Resistance: 16 Levels magnetic resistance.	
	Power: Ac Adapter	
	Fly Wheel: 12 Kgs, precision balanced.	
	Drive System: Centre design drive, super silent poly-V belt driven.	
	Pedals: Self balanced extra wide with adjustable straps.	
	Seat: Ergonomically designed with seat adjustment.	
	Handle Ban U-Bar style, in-built hand pulse sensors with hand grips. Display: LCD display console.	
	Displays: Scan, time, speed, distance, odo, pulse and Calories.	
	Crank Assembly: Single piece crank assembly.	
	Frame Structure: Extra sturdy and stable steel frame construction durability and stability.	
	Frame Finishing: Proprietary two coat powder process.	
	Rust Proof: All frame structures electro statically powder coated to ensure maximum corrosion and chip resistance.	
	User Weight: 120 Kgs. BMI: Yes Brands : Technogym, precor, Life fitness, Stayfit ,viva Fitness , startrac.	
4	Upright Bike	
	Resistance: 16 Levels magnetic resistance.	
	Power: Ac Adapter	
	Fly Wheel: 12 Kgs, precision balanced.	
	Drive System: Centre design drive, super silent poly-V belt driven.	
	Pedals: Self balanced extra wide with adjustable straps.	
	Seat: Ergonomically designed with seat adjustment.	
	Handle Ban U-Bar style, in-built hand pulse sensors with hand grips. Display: LCD display console.	
	Displays: Scan, time, speed, distance, odo, pulse and Calories.	
	Crank Assembly: Single piece crank assembly.	
	Frame Structure: Extra sturdy and stable steel frame construction durability and stability.	
	Frame Finishing: Proprietary two coat powder process.	
	Rust Proof: All frame structures electro statically powder coated to ensure maximum corrosion and chip resistance.	

	User Weight: 120 Kgs.BMI: Yes Brands : Technogym, precor, Life fitness, Stayfit ,viva Fitness startrac,	
5	Rowing Machine	Technogym, precor, Life fitness, Stayfit ,viva Fitness , startrac,
	Rowing machine is perfect full-body workouts comfortably and improve your rowing You can switch between cardio and strength modes to control your workout intensity.	
	Your training will activate a power and recovery phase. When you aren't using your you can collapse it and easily store it.	
	Our rowing machine was built with magnetic resistance adding to the variety of exercises you can use	
6	Twister with Stand	Technogym, precor, Life fitness, Stayfit ,viva Fitness , startrac,
	Bearing: Sealed ball-bearing are used on all exercise pivot mechanisms. Handgrips: High-density closed end rubber handgrips. Footpads : Rubber footbads are standard, Simple, Heavy & Comfortable use	
7	Digital Weighing Scale	Technogym, precor, Life fitness, Stayfit ,viva Fitness , startrac,
8	Soft Dumbbells - 1.5kg , 3 Kg , 5kg one Pair Brands :	Technogym, precor, Life fitness, Stayfit ,viva Fitness , startrac,

6.1 One year Warranty on all equipment quoted should furnished.

6.2 Suppliers should furnish the Testing report as per relevant IS standard before supplying Gym Equipments..

6.. E-BIDDING CONDITIONS

E-Procurement/E-tendering

www.tenderwizard.com/IIMB

Vendor Help Manual

Ver 1.0

E-procurement Help manual for Tenders



Solution developed by

KARNATAKA STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.

(A Govt. of Karnataka Enterprise)

Corp Office: 29/1, Race Course Road, Bangalore-560001

Phone: 080-22257201, Fax: 080-22200165 www.keonics.com




Website: www.tenderwizard.com/IIMB

Registration/Processing fee/dsc


1. **Click “Register me”, provide all the details.**
2. **Get the User id and password**
3. **Pay Rs.2360/- DD in favor of KSEDCL payable at Bangalore for activating the User ID and Password.**
4. **Digital Signature is mandatory to access the site. For buying please Contact No: 080-49352000/9686196760**

Tender Free view

To download the tender notifications and corrigendum free of cost from website, follow the steps given below:

5. **Click “TENDER FREE VIEW” on the home page.**
6. **Provide all or any one of the options like “Tender Number”, “Region”, “Estimated Cost”, “Request Dates (from and to)”, “Tender Submission date” or “any key words from Tender Description”**
7. **Click “Submit” to view the results. A list of tenders shall appear on the screen.**
8. **Click  to email the notification. Provide email ids. Subject and click “Send Mail” to send the notification to the required Id.**
9. **Click  to print the notification.**
10. **Click  to view the cost free documents.**

Login

11. **Click / Double Click  to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).**
12. **Or**
13. **Go to Start > Programs > Internet Explorer.**
14. **Type website address www.tenderwizard.com/IIMB in the address bar, to access the Login Screen.**

Participation

15. **One should have User id and password to participate in the tender online.**
16. **Enter the website using user id and password.**
17. **Click “Un Applied” to view / apply for new tenders.**
- 18.

Download Documents

19. **Click  to view the tender documents which are received by the user.**

	<p>20. <u>Tender document screen appears.</u></p> <p>21. <u>Click “Click here to download” to download the documents.</u></p>
<p><u>Upload files - Technical Sheet/Price Sheet/EMD/mandatory documents</u></p>	<p>22. <u>Click “Click here to Attach the General Documents” to upload all the documents which are already saved in the vendor profile. This is the important and first step to be performed to avoid disqualification.</u></p> <p>23. <u>Click “Click here to enter EMD Details” to feed the EMD details and upload the scanned EMD.</u></p> <p>24. <u>When the user finishes with the filling and uploading of scanned BG/DD, the “Red color” will automatically turn to “Black color” which reflects that the user is two steps ahead for the submission.</u></p> <p>25. <u>Click “Click here to Download Empty Document” to download the Technical/Price Sheet and fill the same without changing the “File Name” and save on to the computer.</u></p> <p>26. <u>Click “Click here to upload the Filled File”, select the filled file which was already filled and saved in the same name. Click “OK” to upload the filled Technical/Price Sheet to the tender.</u></p> <p>27. <u>Note that when the user uploads the filled Technical/Price Sheet, the “Red color” will automatically turn to “Black color” which reflects that user is ready for the final submission.</u></p> <p>28. <u>Provide all the mandatory documents requested by the official.</u></p>
<p><u>To Upload / attach the additional documents</u></p>	<p>29. <u>To attach the additional documents to any tender click “General document” and upload the same.</u></p> <p>30. <u>Attach the required documents to the concerned tenders from general document section to the tender document screen.</u></p>
<p><u>To Submit the Tender</u></p>	<p>31. <u>Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not because once submitted bids cannot be taken back.</u></p> <p>32. <u>Note down / take a print of bid control number once it displayed on the screen.</u></p>
<p><u>To participate for the opening</u></p>	<p>33. <u>Tender opening event can be viewed online.</u></p> <p>34. <u>Competitors bid sheets are available in the website for all the participated bidders.</u></p>
<p><u>Help Desk No’s</u></p>	<p>Bangalore : 080-409352013 / 09686196765(Prabhuswamy) Fax - 080-40482114</p>

KARNATAKA STATE ELECTRONICS DEVELOPMENT CORPORATION LTD

(M/s KEONICS)

(A Government of Karnataka Enterprise)

No 29/1, Race Course Road. Bangalore -560 001

Tel: 080-22262203, 22352608, 22257201 Fax: 080-22200165

Website: www.keonics.in E-Mail : Info@keonics.com

e-TENDER CONDITIONS



1. LETTER TO ALL THE FIRMS REGARDING E-TENDERING PROCESS:

Dear Sirs,

Karnataka State Electronic Development Corporation Limited (M/s KEONICS) now wishes to conduct an online tendering for above mentioned work, M/s KEONICS will provide your representatives with the entire key inputs and necessary training, so that you can successfully participate in this tendering process.

You shall get registered with M/s KEONICS by paying above said amount through e-payment using Debit/Credit/Netbanking to **M/s KEONICS, Bangalore.**

The e-tendering process requires possession of Digital Signature Certificate. M/s KEONICS will assist in procuring the same. Other firms, including those registered with IIMB or M/s KEONICS do not automatically qualify for participation.

The e-tendering process as envisaged consists of the following steps which are indicated below:

e-Tendering / Electronic Tendering / Web Tendering / Online Tendering is the simulation of the manual tendering process on the internet. i.e. the eligible firms can log on to the internet site specified using unique user name and password and place their Commercial bids. The eligible firms will be trained by M/s KEONICS personnel on the procedure of submitting the bids online. The bids placed by the firms are confidential and will be opened by the authorized official using a special electronic key / password at the date and time specified and not earlier than that. No other person can gain access to the information regarding the bids, which is confidential in nature.

Closed online bid: The Firms are requested to upload their individual item based on the % rate arrived at by them for individual item online during the date and time stipulated in the Financial Document.

The lowest bid will be determined from among the closed bids and the lowest tender of the online bid.

In case, increase on difference in % rate quoted in Financial Bid (hard copy) and online bid submission, the % rate quoted in the online submission will prevail.

As we understand, there are essentially two differences between this and the equivalent process.

The bid would be submitted online by you while operating from your work desk instead of the traditional mail/fax/face to face/paper means. All you need is a PC with a browser interface and an Internet connection.

Instead of a one-time best price bid, you will now be able to interact and react on the spot to the changing competitive bids, thereby taking advantage of the intrinsic transparency in the whole process.

As you can see, there are three very conspicuous gains in adopting this process as a transacting tool.

Considerable reduction in demands on your time, which otherwise would have been spent on many price negotiations. This also will lead to quicker order finalization at your end.

1. Reduction in your cost as you do not have to travel, to and from, to the offices of M/s KEONICS and there is no need to make those umpteen calls.

2. Complete transparency in the involved numbers amongst the operating community, leading to sound decisions.

We look forward to your enthusiastic response to this business opportunity and your active participation in the online e-tendering event. We believe this process is futuristic and now-a-days, the future seems to be approaching all of us within days!

Yours sincerely,

M/s KEONICS

(No signature is required, as the document is computer generated)

Note: "Tender" will be decided on the data available from online Closed Bid.

2. Contact Information:

e-Tender Queries
Karnataka State Electronic Development Corporation Limited (M/s KEONICS) (A Government of Karnataka Enterprise) No 29/1, Race Course Road. Bangalore -560 001 Tel: 080-22262203,22352608,22257201 Fax: 080-22200165 Website: www.keonics.in E-Mail : Info@keonics.com Contact Person: Mr. Prabhuswamy - 96861 96760 and 08049352000

3. Process Instructions:

e-Tendering Process:

Technically qualified Firm shall be trained by M/s KEONICS personnel on the procedure for placing their commercial bids online.

After attending the training, the Firm are advised to place their bids online before the time frame specified in the tender document.

- A. Closed online bids:

Only e-Tendering will be conducted for obtaining the price bids. The eligible Firm are required to send a declaration online regarding compliance to the terms and conditions while placing the closed online bids. The Firm are required to upload their bids % rate as worked out by them, online within the date and time stipulated in the Financial Bid Document.

4. Closed Online Bid:

Sl.No.	Closed Online Bid
--------	-------------------

1	Firms must register in M/s KEONICS' Tender Service Provider Website as per the training given by M/s KEONICS. Firms are advised to make a note of their User Name and Password after the registration. The username and password are case sensitive. The Firms are requested to change the password and also not to reveal the same to anyone else.
2	Closed online Bid: The Firms shall send their declaration regarding compliance to the terms and conditions online before submitting the closed online bid. In the closed online bid, the Firms are required to upload their bid item rates.

5. E-Tendering Process Compliance Statement:

(This statement must be filled and duly signed by the Firms and submitted to M/s KEONICS along with signed hard copies of declaration regarding compliance to Terms & Conditions)

The following terms and conditions are deemed as accepted by the Firms on participation in the bid event:

The Firms are required to upload their individual item based on the % arrived at by them for individual item online during the date and time stipulated in the Financial Bid Document.

1. The Firms cannot change price once submitted.
2. The Firms are deemed to have accepted the auction rules on participation at the bid event. M/s KEONICS will make every attempt to make the bid process transparent. However, the award decision by the IIMB would be final and binding.
3. Technical and other non-commercial queries (not impacting price) can be routed to the respective contact personnel of IIMB indicated in the tender document. Bidding process related queries could be addressed to M/s KEONICS personnel indicated in the tender document.
4. It is brought to your attention that the bid event will lead to the price discovery.
5. The other terms and conditions are indicated in the tender document supplied by you.
6. You need to submit the declaration regarding the tender terms and conditions and the closed commercial tender in a sealed cover with signature and company seal (without quoting rates) to IIMB as per the time frame indicated.
7. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of M/s KEONICS. However, M/s KEONICS shall make every effort to ensure availability of technology resources to enable continuous bidding. You can call customer care at M/s KEONICS and make a proxy bid if internet connection is down. However, this has to be confirmed and endorsed by you using alternative communication such as fax or e-mail immediately. M/s KEONICS does not guarantee continuous, uninterrupted or secure access to its services, and operation of the site may be interfered with by numerous factors out of its control.
8. M/s KEONICS does not take responsibility beyond the bid event. Order finalization and post order activities would be transacted directly between you and IIMB.
9. Your participation in a bid event is by invitation from IIMB and M/s KEONICS.
10. Bids once made cannot be withdrawn or modified under any circumstances. In the case of a bid being withdrawn action will be initiated as per the tender conditions. M/s KEONICS reserves the right to either initiate a fresh auction or enter into negotiations with the remaining Firms in addition to any other action that may be taken by M/s KEONICS.
11. M/s KEONICS can decide to extend, reschedule or cancel an auction.
12. M/s KEONICS, neither any related company, nor any of its owners, employees or other representatives will be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.

Note: In case of any operational problems during the submission of closed online bids is under progress, the same may have to be reported to M/s KEONICS immediately. The decision to reschedule, postpone or cancellation of the entire process will be taken by M/s KEONICS based on the merit of such reports. In case of temporary suspension, when the closed online bids to be restarted, will be intimated to the Firms on M/s KEONICS website. The process will come to an end after a waiting period of 30 minutes for the Firms to register any protest. Therefore the Firms are advised not to logout from their PC's till an announcement is made regarding the closure of whole process in a complete manner in M/s KEONICS website.

In case of postponement or cancellation the same will be intimated to the

Firms over M/s KEONICS website. The Firms are advised to visit M/s KEONICS website for the Minutes of Pre-bid Meeting, Circulars and Corrigendum etc.

I/We have read, understood and agreed to abide by the e-tendering process Compliance Statement.

Date :

Organization :

Name :

Designation :

Signature :

Seal :

13.REVERSE AUCTION E-BIDDING CONDITIONS:

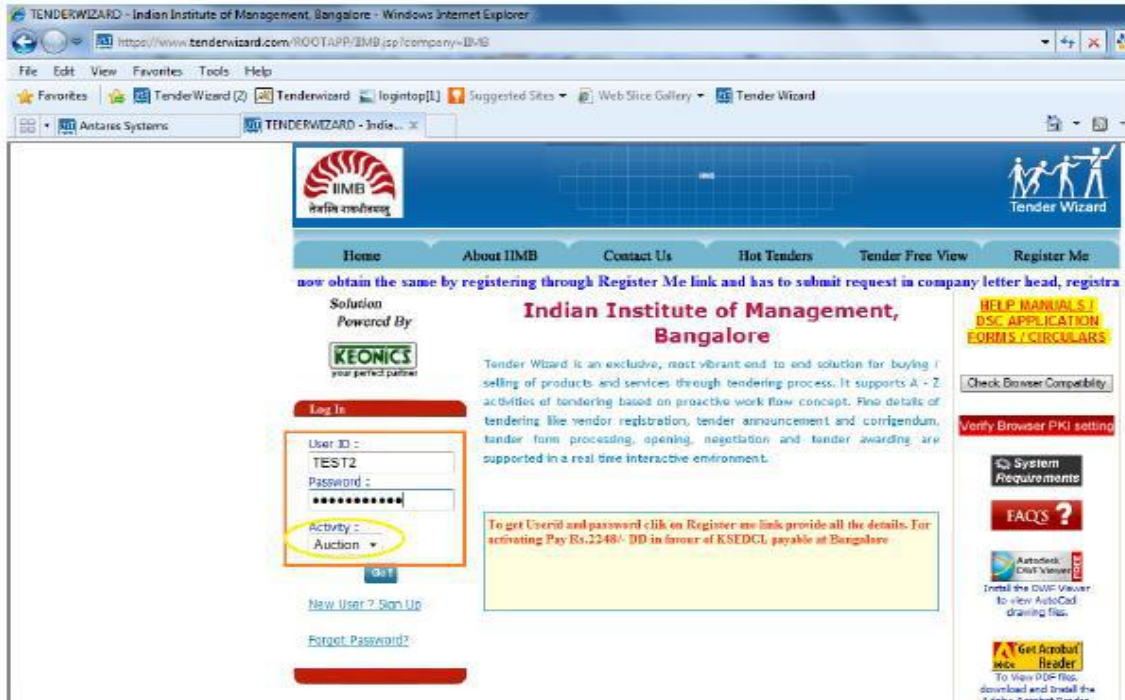
- a) Reverse Auction e-bidding is not compulsory.
- b) The participation of prequalified Vendors in online closed e-bidding is compulsory for further participation in the Reverse Auction e-bidding.
- c) The prequalified Vendors are not allowed to quote below 85% of the estimated cost of the project.
- d) The online closed e-bidding will be opened as per schedule and the lowest offer received will be the amount put to Reverse Auction e-bidding.
- e) If the second lowest quote is less than or equal to 1.05 times of Lowest quote, there will be a reverse auction.
- f) All prequalified Vendors who participated in online closed e-bidding process and submitted the valid quote are allowed to participate in reverse auction e-bidding provided their e-bidding quote is less than or equal to 1.05 times of Lowest quote. Prequalified Vendors who quoted above 1.05 times of Lowest quote are not allowed to participate in reverse auction e-bidding.
- g) The minimum decrement value is Rs.1000/-
- h) The Vendor participating in the reverse auction e-bidding will not be allowed to quote below 85% of the estimated value of the contract.
- i) Once the reverse auction quote hits 85% of the estimated value of the contract, all remaining participating Vendors in the reverse auction e-bidding will be allowed to give their quote equal to 85% of the estimated value of the contract. If there are more than one Vendor quoting 85% of the estimated value of the contract, the Vendor will be selected on the basis of Vendor having higher points in the technical bid.
- j) If the Lowest quote is equal to 85% of the estimated value of the contract, all Vendors whose quote is less than or equal to 1.05 times of Lowest quote will be allowed to give their quote equal to Lowest quote and successful Vendor will be decided on the basis of Vendor having higher points in the technical bid.
- k) In case, If the Online e-bid offer is less than the estimated cost, the L1 quoted bid will be put to Reverse Auction e-bid, the Ceiling price will be 85% of the L1 offer put to Reverse Auction e-bid. The Vendors who hits the bid value will be considered for L1.

Reverse Auction – IIMB

Vendor Help Manual

Type website name : www.tenderwizard.com/IIMB

Enter **User ID & Password** then select Activity as “**Auction**” as shown in figure.



Select the Company by using Dropdown list & click on submit button as shown in below figure.



