

**INDIAN INSTITUTE OF TECHNOLOGY BOMBAY  
ESTATE OFFICE**

**TENDER DOCUMENT**

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**INDIAN INSTITUTE OF TECHNOLOGY BOMBAY  
ESTATE OFFICE**

**Percentage Rate Tender / Item Rate tender & Contract For Works.**

(A) Tender for the work of : -

- (I) To be submitted by \_\_\_\_\_ on \_\_\_\_\_ to the office of  
The Superintending Engineer, Estate Office, IIT Bombay.
- (II) Estimate Cost \_\_\_\_\_
- (III) Earnest Money Deposit ( EMD) \_\_\_\_\_
- (IV) Time Limit \_\_\_\_\_
- (V) To be opened in presence of tenderers who may be present at \_\_\_\_\_ hours  
on \_\_\_\_\_ in the office of The Superintending Engineer, Estate Office,  
IIT Bombay.

Issued to **M/s.**

Signature of Officer issuing the documents \_\_\_\_\_

Designation \_\_\_\_\_

Date of Issue from \_\_\_\_\_ to \_\_\_\_\_

Place of Issue : - Estate Office,  
IIT Bombay.

# TENDERS

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

I / We hereby tender for the execution of above work within the time specified in the contract viz., Schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the conditions of contract and with such materials as are provided for, by, and In respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for One Hundred and Eighty (180) days from the due date of its opening / One Hundred and Eighty days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system ( Strike out as the case may be) and not to make any modification in its terms and conditions.

A sum of ₹5,000/- is hereby forwarded in demand draft of a schedule bank / Pay order issued by a scheduled bank as earnest money.

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor 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 IIT Bombay in future forever. Also, if such a violation comes to the notice of the Institute before date of start of work, the Engineer-in-charge shall be free to forfeit the entire amount of Earnest Money Deposit.

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

Dated :

Signature of Contractor

Witness :

Postal Address

Address :

Occupation :

ACCEPTANCE

The above tender ( as modified by you as provided in the letter mentioned hereunder) is accepted by me for and on behalf of the Indian Institute of Technology, Bombay for a sum of Rs.....  
(Rupees.....)

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

- a)
- b)
- c)

Signature.....

Designation .....

Dated :

# GENERAL RULES & DIRECTIONS

1. All work proposed for execution by contract will be notified in a form of invitation to tender to enlisted contractors of IIT Bombay or by publication in News papers as the case may be.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tender and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner there of or in the event of the absence of any partner, it must be signed on this behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1932.

3. Receipt for payment made on account of work, when executed by a firm must also be signed by all the partners, except where contractor are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

## 4. Applicable For Item Rate Tender

Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Tenders, which proposed any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paisa and considering more than fifty paisa as rupee one.

## 5. Applicable for Percentage Rate Tender Only

In case of Percentage Rate Tenders, tenderer shall fill up the usual printed form, stating at what percentage below / above ( in figures as well as in words) the total estimated cost given in schedule of Quantities at schedule-A, he will be willing to execute the work. **The tender submitted shall be treated as invalid if :**

- (i) The Contractor does not quote percentage above / below / at par on the total amount of tender or any section / sub head of the tender.
- (ii) The percentage above /below is not quoted in figures & words both on the total amount or any section / sub head of the tender.
- (iii) The percentage quoted above / below is different in figures & words on the total amount of tender or any section / sub head of the tender :

Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

6. In case the highest tendered amount (estimated cost + amount worked on the basis of percentage above / below) of two or more contractors is same, such highest contractors will be asked to submit percent increase over the quoted amount in sealed envelope. The highest tender shall be decided on the basis of percentage increase offered.

If the revised amount of two more contractors after the rebate offer is again found to be equal, the highest tender, among such contractors, shall be decided by draw of lots in the presence of Superintending Engineer/Executive Engineer.

7. The officer inviting tender or his duly authorized assistance will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statements in a suitable form. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.

8. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the highest or any other tender.

9. The tenders shall sign a declaration under the officials secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them.

10. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.

#### 11. (Applicable for item rate tender only )

In the case of Item rate tenders, only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the

amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figure and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), words(s), and amount blank, it will be presumed that the contractor has included the cost of this / these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

12. In case of Percentage rate tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy

13. In the case of any tender where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.

**14. (Applicable for item rate tender only )**

All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figure and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g 'Rs'. 2.15P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should in variably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

**15. (Applicable for percentage rate tender only )**

In percentage Rate Tender, the tenderer shall quote percentage below / above ( in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs' should be written before the figure of rupees and word 'P' after the decimal figures, e/e Rs. 2.15p and in case of words, the word 'Rupees' should precede and the word 'Paisa' would be written at the end.

16. Completed tenders along with all the specified documents in a sealed cover, superscribed with the name of work and work number shall be put in the tender box kept in Estate Office within the prescribed time.

17. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instruction from the Engineer-in-charges shall be communicated in writing to the Engineer-in-charge.



18. Sales-tax / VAT ( except service tax), purchase tax, turnover tax or any other tax applicable in respect of this contract shall be payable by the Contractor and IIT Bombay will not entertain any claim whatsoever in respect of the same.

19. The contractor shall comply with the provisions of the **Apprentices Act 1961**, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer / Executive Engineer may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.



Superintending Engineer

# CONDITIONS OF CONTRACT

## Definitions

1. The contract means the documents forming the tender and acceptance thereof and the formal the contractor, together with the documents referred to there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them :-
  - i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
  - ii) The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
  - iii) The contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
  - iv) Institute means Indian Institute Of Technology, Bombay.
  - v) The Engineer-in-charge means the Engineer Officer who shall supervise and be in charge of the work.
  - vi) Accepting Authority shall mean the authorized authority of the Institute.
  - vii) 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 Institute of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Institute faulty design of works.
  - viii) 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 all overheads and profits.

- ix) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers, with the amendments thereto issued upto the date of receipt of the tender.
- x) Tendered value means the value of the entire work as stipulated in the letter of award.
- xi) Date of commencement of work : The date of commencement of work shall be 15<sup>th</sup> day from date of issue of work order or the first date of handing over of the site or as mentioned in the work order, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

### **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, schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of his 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 labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities ( 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 scale and special conditions in preference to General Conditions.
- 8.1. In the case of discrepancy between the schedule of Quantities, the Specification and / or the Drawings, the following order of preference shall be observed : -
- a) Description of Schedule of Quantities
  - b) Particular Specification and Special Condition, If any.
  - c) Drawings.
  - d) CPWD Specification.
  - e) Indian Standard Specification 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 specification 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 form consisting of:
    - a) Various standard clauses with correction up to the date stipulated along with annexures thereto.
    - b) Special Conditions
    - c) Safety Code.
    - d) Model Rules for the protection of health, sanitary arrangement for workers employed by Contractors.
    - e) Signed Article of agreement (given as Annexure-I) on Rs. 100/- stamp paper for work costing more than Rs.20.00 lakhs.
  - iii) No payment for the work done will be made unless contract is signed by the contractor.

10. Agreement for each work costing more than Rs. 20.00 Lakhs will be executed on stamp paper of Rs. 100/- for the works valuing less than Rs. 20.00 Lakhs, the tender document and the work order will be treated as the agreement.



Superintending Engineer

# CLAUSES OF CONTRACT

## CLAUSE 1

### 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 extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below may decide on the amount of balance value of the work remains incomplete on stipulated / extended date of completion.

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

- i) Compensation for delay of work : @ 1.00% per month of delay 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 Actual value of work or of the actual value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the Institute.

## CLAUSE 2

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

- i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or 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 so that in the opinion of the Engineer-in-Charge ( Which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continuous to so after a notice in writing of seven days from the Engineer-in-charge.
- iii) If the contractor fails to complete the work withing the stipulated date or items of work with

individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge.

- iv) If the contractor persistently neglects to carry out his obligation 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 Engineer-in-Charge.
- v) If the contractor shall offer or given or agree to give to any person in the Institute service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- vi) If the contractor shall enter into a contract with Institute 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 Engineer-in-Charge.
- vii) If the contractor shall obtain a contract with the Institute as a result of wrong tendering or other non- bonafide methods of competitive tendering.
- 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, transfers, sublets ( engagement of labour on a piece-work basis or of labour 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 Engineer-in-Charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Institute shall have powers :

a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-charge 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 Government.

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 course being adopted by the Engineer-in-charge, 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 Engineer-in-Charge 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 2 A**

In Case, the work cannot be started due to reasons not within the control of the contractor within the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc shall be payable at all.

#### **CLAUSE 3**

##### **Contractor liable to pay Compensation even if action not taken under Clause 2**

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



failing to comply with any such requisition, the Engineer-in-charge may remove them at the contractors expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceed and expense of any such sale shall be final and conclusive against the contractor.

#### CLAUSE 4

##### **Time and Extension for Delay**

The time allowed for execution of the works as specified in work order 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 work order or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

4.1 As soon as possible after the contract is concluded, the contractor shall submit a Time and Progress chart for each mile stone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the work.

4.2 If the work(s) be delayed by :-

- i) force majeure, or
- ii) abnormally bad weather, or
- iii) serious loss or damage by fire, or
- iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- v) delay on the part of other contractors or tradesmen engaged by Engineer-in-charge in executing work not forming part of the contract, or
- vi) non-availability of stores, which are the responsibility of Government to supply or
- vii) non-availability or break down of tools and plant to be supplied or supplied by Government or
- viii) any other cause which, in the absolute discretion of the Engineer-in-charge 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 authority as indicated in the work order but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required

to the satisfaction of the Engineer-in-charge to proceed with the works.

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

4.4 In any such case the Institute may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Institute and this shall be binding on the contractor.

## **CLAUSE 5**

**DELETED**

## **CLAUSE 6**

### **Completion Certificate and Completion Plans**

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge. 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 material, rubbish and all huts and sanitary arrangement 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 treated as complete. If the contractor shall fail to comply with the requirement of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

## **CLAUSE 6 A**

### **Contractor to Keep Site Clean**

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the

other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. If the contractor fails to remove debris from the work site within 72 hrs of its generation, penalty as decided by Engineer-In-Charge upto a maximum of 10% of contract sum will be recovered and the final bill will not be processed and repeated offenders name will be removed from enlistment without giving any further notice. Contractors shall not throw out debris any where in the campus. They shall take out the debris as per schedule of items and contract conditions. If the contractor fails to hand over the site neat and clean, a penalty of minimum Rs. 1,000/- and 4 times actual cleaning charges will be recovered.

## **CLAUSE 7**

### **Material 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 Government.

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

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

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and arrange to get it tested and obtaining test certificate from Labs mentioned below and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

(i) Labs of IIT Bombay (ii) Labs of VJTI (iii) Labs of SPCE (iv) Labs of Structwell Consultant &

Engineers.

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

## **CLAUSE 8**

### **Work to be Executed in Accordance with Specifications, Drawings, Orders etc.**

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

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour 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 9**

### **Deviations / Variations Extent and Pricing**

The Engineer-in-Charge 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 Engineer-in-charge 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 Contractor shall bound to do execute additional quantities upto 25 % of work order quantity in the

same rate agreed up on as per tender if required as per site condition and as decided by Engineer Incharge. In exceptional cases, if the item of work to be executed needs to be exceeded beyond 25% of work order quantity, a mutually agreeable rate, either the work order rate or rate derived by the Engineer Incharge based on current market rate or CPWD schedule rate shall be considered.

11.1 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 Engineer-in-Charge.

### **Deviation, Extra Items and Pricing**

11.2 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, for the work and the engineer-in-charge shall within 15 days 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.

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.

### **Deviation, Substitute Items and Pricing**

(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 items ( to be substituted).

**CLAUSE 10****Foreclosure of contract due to abandonment or reduction in scope of work.**

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

The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, the cost of material arranged by the Contractor for the work as certified by the Engineer-in-Charge which could not be utilized on the work to the full extent in view of the foreclosure will be paid as mentioned below;

(i) Institute 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 Institute 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 Institute, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price and cost of transportation.

**CLAUSE 11****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 Engineer-in-Charge; 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 Engineer-in-Charge; 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 Engineer-in-Charge.

The Engineer-in-charge 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 the Institute, by a notice in writing to take the part work / part in complete 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 Engineer-in-Charge 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 the Institute 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 Engineer-in-charge 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 the Institute in completing the part work / part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by the Institute as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to the Institute 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 Engineer-in-charge 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 Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagement or made any advance on any account or with a view to the execution of the work or the performance of the contract.

## **CLAUSE 12**

### **Suspension of Work**

(i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for

such time and in such manner as the Engineer-in-Charge may consider 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 reason :

- (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 Engineer-in-Charge.

(ii) If the suspension is ordered for reasons ( b) and (c) in Sub-para (i) above, 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 ;

### **CLAUSE 13**

#### **Action in case work not done as per Specification**

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-Charge, his authorized subordinates in charge of the work and all the superior officers, or any organization engaged by the Institute for quality assurance and the contractor shall, at all times, during the usual working hours and at all the other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If It shall appear to the Engineer-in-Charge or his authorized subordinates incharge of the work or officers 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 from the Engineer-in-Charge specifying the work, materials or articles, complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge 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



Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Institute may consider reasonable and as approved by SE/Dean(IPS) during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and / or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

#### **CLAUSE 14**

**DELETED**

#### **CLAUSE 15**

##### **Contractor to supply tools & plants etc.**

The contractor shall provide at his own cost all materials ( except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores), machinery, tools & plants as specified in schedule of item. 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 Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of 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 Engineer-in-charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and / or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

#### **CLAUSE 15 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, the Institute is obliged to pay compensation to a workman employed by the contractor, in execution of the works, the Institute will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Institute under sub-section(2) of section 12, of the said Act, the Institute 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 the Institute to the contractor whether under this contract or other wise. The Institute 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 the Institute full security for all costs for which the Institute might become liable in

consequence of contesting such claim.

## **CLAUSE 15 B**

### **Ensuring Payment and Amenities to workers if contractor fails**

In every case in which by virtue of the provision of the Contract labour ( Regulation and Abolition), Act, 1970 and of the Contract Labour ( Regulation and Abolition) Central Rules, 1971, the Institute 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 **19G**, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by IIT Bombay, Contractors, the Institute 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 Institute under sub-section (2) of section 20, and sub-section (4) of Section 21, of the contract labour (Regulation and Abolition) Act, 1970, the Institute 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 the Institute to the contractor whether under this contract or otherwise the Institute 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 Institute full security for all costs for which the Institute might become liable in contesting such claim.

## **CLAUSE 16**

### **Labour Laws to be complied by the Contractor**

The contractor shall obtain a valid license under the Contract Labour (R & A), Act 1970, and the contract labour (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 abide by the provisions of the Child Labour ( 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 fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

**CLAUSE 16 A**

**No Labour below the age of eighteen years shall be employed on the work.**

**CLAUSE 16 B****Payment of Wages : -**

- (i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as per the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract labour (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 labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied Labour Regulations and minimum wages Act made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly 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 provision of the Contract Labour ( Regulation and Abolition) Act, 1970, and the Contract Labour ( Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (iv)(a) The Engineer-in-charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.  
  
(b) Under the provision of Minimum Wages ( Central) Rules, 1950, the contractor is bound to allow to he labour directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the person entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.
- (v) The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour ( Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating

thereto and the rules made there under from time to time.

- (vi) The contractor shall indemnify and keep indemnified the Institute against payments to be made under and for the observance of laws aforesaid 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 16 C**

In respect of all labour 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 provision as per 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 Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

#### **CLAUSE 16 D**

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

#### **CLAUSE 16 E**

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

##### **1. Leave**

- (i) in the case of delivery – maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
- (ii) in the case of miscarriage – upto 3 weeks from the date of miscarriage.

##### **2. Pay :**

- (i) In the case of delivery-leave pay during maternity leave will be at the rate of the women's average daily earning, 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. Condition for the grant on 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 16 F**

If it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the contract labour ( Regulation and Abolition) Act 1970, and the Contract labour ( 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 Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall 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 Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor (s) shall erect, make and maintain at his / their own expense and to approved standards all necessary huts and sanitary arrangement required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangement be remodelled and /or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangement according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangement according to approved standards at the cost of contractor(s).

### **CLAUSE 16 G**

**DELETED**

### **CLAUSE 16 H**

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors employ upon the work who may be incompetent or misconduct

himself and the contractor shall forthwith comply with such requirement. In respect of maintenance / repair or renovation works etc where the labour have an easy access to the individual houses, departments, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.

#### **CLAUSE 16 I**

It shall be the responsibility of the contractor to see that the building under demolition and surroundings is not occupied by any body unauthorizedly during the period of work and handover the site Engineer-in-Charge with vacant possession.

#### **CLAUSE 16 J**

##### **Employment of Skilled / Semiskilled 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 Government.

#### **CLAUSE 17**

##### **Minimum Wages Act to be Complied with**

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

#### **CLAUSE 17 A**

##### **LABOUR LICENSE**

If the contractor needs to engage more than 20 workers per day they shall get labour license from competent authority by completing the certain formalities. Wages to the labourers shall be paid by the contractor as per the minimum wages act and circular issued by the Regional Labour Commissioner, Mumbai. If any accident takes place contractor will be held fully responsible for that and they shall make arrangement to get workman compensation. If the contractor engaging more than 10 labourers they shall compile the provision of building and construction act.

#### **CLAUSE 18**

##### **Work not to be sublet. Action in case of insolvency**

The contract shall not be assigned or sublet without the written approval of the Institute. 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 officer or person in the employ of the Institute in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Institute shall have power to adopt the course specified in Clause 3 hereof in the interest of the Institute and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

#### **CLAUSE 19**

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 the Institute without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

#### **CLAUSE 20**

##### **Changes in firm's Constitution to be intimated**

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family 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 20 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 20.

#### **CLAUSE 21**

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

#### **CLAUSE 22**

##### **Settlement of Disputes & Arbitration**

Except where otherwise provided in the contract, all question and disputes relating to the meaning of the specification, design, drawings and instructions herein 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 things whatsoever in any way arising out of or relating to the contract, designs, drawings, specification, 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 Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 5 days request the Superintending Engineer/Executive Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer/Executive Engineer shall give his written instruction or decision within a period of 10 days from the receipt of the contractor's letter.

If The Superintending Engineer/Executive Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer/Executive Engineer, the contractor may, within 5 days of the receipt of Superintending Engineer/Executive Engineer's decision, appeal to the Dean (IPS) who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Dean (IPS) shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Dean (IPS) for appointed of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

(ii) Except where the decision has become final, binding and conclusive in terms of sub para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Deputy Director ( AIA) of IIT Bombay. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the partly invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Dean (IPS) of the appeal.

It is also a term of this contract that no person, other than a person appointed by Deputy Director (AIA) of IIT Bombay as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 30 Days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Institute shall be discharged and release of all liabilities under the contract in respect of these claims.

Th arbitration shall be conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that 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, 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 equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award ( including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

### **CLAUSE 23**

#### **Contractor to Indemnify Govt against Patent Rights**

The contractor shall fully indemnify and keep indemnified IIT Bombay 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 the Institute 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 there from, provided that the contractor shall not be liable to indemnify the Institute infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

### **CLAUSE 24**

#### **Action where no specification are specified**

In the case of any class of work for which there is no such specification 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 CPWD specifications, and if not available work shall be carried out as per manufacturers specifications & if this also not available then as per District Specifications. In case there are no such specification as required above, the work shall be carried out in all respects in accordance with the instructions and requirement of the Engineer-in-Charge.

### **CLAUSE 25**

#### **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 Engineer-in-Charge or the Institute shall be entitled to withhold and also

have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the Government shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Institute shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge or Institute or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Institute will be kept withheld or retained as such by the Engineer-in-Charge or Institute till the claim arising out of or under the contract is determined by the arbitrator ( if 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 partnership firm or a limited company, the Engineer-in-Charge or the Institute shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part form any sum found payable to any partner / limited company as the case may be, whether in his individual capacity or otherwise.

(ii) IIT Bombay shall have the right to cause an audit and technical examination of the work 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 IIT Bombay 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 IIT Bombay to the contractor, without any interest thereon whatsoever.

Provided that IIT Bombay 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 Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

## **CLAUSE 25 A**

### **Lien in respect of claims in other contracts**

Any sum of money due and payable to the contractor ( including the security deposit returnable to him)

under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons through Engineer- In- Charge against any claim of the Engineer-in-Charge or Government 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 Engineer-in-Charge or the Government or with such other person or persons.

It is an agree term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government 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 26**

### **○ 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 purpose to the satisfaction of the Engineer-in-Charge.
- (ii) The Engineer-in-Charge shall make alternative arrangement for supply of water at the risk and cost of contractor(s) if the arrangement made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

## **CLAUSE 27**

### **a. Departmental Water Supply, if available**

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

- (i) The contractor(s) shall make his / their own arrangement of water connection and laying of pipelines from existing main of source of supply.
- (ii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangement for water at his/ their own cost in the event of any temporary break down in the Institute water main so that the progress of his / their work 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.

### **b. Departmental Power Supply.**

Based on Contractors application to Executive Engineer (Electrical), Power will be supplied by Institute at nearest available location and the charges will be recovered from the bills payable to the Contractors in the following manner-

- i. 1% cost of electricity required items of work, if power connection is given from Institute.
- OR
- ii. If the Contractor arrange approved Energy meter, metered connection will be provided and charges as per actual consumption will be recovered.

## **CLAUSE 28**

### **Return of Surplus Materials**

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Institute either by issue from IIT Bombay stocks or purchase made under orders or permits or licenses issued by IIT Bombay, 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 IIT Bombay and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of 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 IIT Bombay for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

## **CLAUSE 29**

### **Employment of Technical Staff and employees**

Contractor 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 Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificate, of principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work.

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 Engineer-in-charge and / or his designated representative to take instructions. Instruction 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 the decision of the Engineer-in-Charge 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 Engineer-in-Charge 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 cause to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every on account bill / final bill and shall produce evidence if at any time so required by the Engineer-in-Charge at site fully during all stages of execution of work, during recording / checking /test checking of measurement of works and whenever so required by the Engineer-in-Charge 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. Substitute, duly approved by Engineer-in-Charge 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.

(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 labour as is necessary for proper and timely execution of the work.

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

### **CLAUSE 30**

#### **Levy / Taxes payable by Contractor**

- (i) Sales Tax / Vat ( except Service Tax), Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and IIT Bombay shall not entertain any claim whatsoever in this respect.
- (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red earth,

Murum, 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 IIT Bombay and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to IIT Bombay 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 31**

#### **Condition for reimbursement of levy / taxes if levied after receipt of tenders**

- (i) All tendered rates shall be inclusive of all taxes and levies ( except Service Tax) payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes / levies /cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Dean IPS ( whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of IIT Bombay and /or the Engineer-in-Charge and shall also furnish such other information / document as the Engineer-in-Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

### **CLAUSE 32**

#### **Termination of contract on death of contractor**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, IIT Bombay shall have the option of terminating the contract without compensation to the contractor.

### **CLAUSE 33**

#### **If relative working in IIT Bombay then the contractor not allowed to tender**

The contractor shall not be permitted to tender for works in IIT Bombay, if his near relative is posted as Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Junior Engineer (both inclusive).

**Note : By the term “ near relatives” is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in**

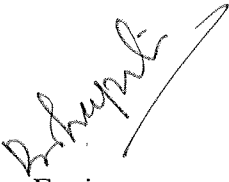
laws.

**CLAUSE 34**

**No Officer / Staff to work as contractor within one year of retirement**

No Engineer or other staff employed in engineering or administrative duties in IIT Bombay shall work as a contractor or employee of a contractor for a period of one year after his retirement from the Institute service without the permission of IIT Bombay in writing. This contract is liable to be canceled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of IIT Bombay as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

**Note : In case of difference or ambiguity in Hindi and English version, the English Version will prevail.**



Superintending Engineer

Signature of Contractor

## SPECIAL CONDITIONS

- 1) The contractor shall abide by all security regulations issued by the security staff from time to time and as per rules amended herewith.
- 2) Unless otherwise provision is made, the contractor will have to make his own arrangement of articles like cement and steel etc.
- 3) No price escalation during the tenure of the contract or for the extended period permitted by the Institute shall be allowed and the rates quoted in the contract shall be firm for the contract.
- 4) Sufficient care should be taken by the contractor to brick walls floor, glass windows, etc. while carrying out the work, any damage done to the departmental property shall be rectified at contractor's expenses.
- 5) The contractor shall remove all surplus materials, debris except cement etc. out of the IIT Campus from the site of work on completion of work and will handover the site clean before the bill is processed for final bill. In case of dismantled material such as pans urinals, flush tanks, M.S windows etc. which generally cannot be re-used should be removed and taken away by the winning contractor on rebate basis. Concerned contractor should be allowed to remove all such dismantled materials after completion of the relevant contract.
- 6) The contractor shall not be permitted to construct labour hutment anywhere in the Campus. However, in case of the work necessitates the construction of temporary stores for storing the cement or any other material, the same shall be permitted to be constructed by the contractor at his cost with prior permission of the Engineer-in-Charge. The site, however, will have to be vacated including the encumbrances immediately after completion of work and before the payment of the final bill.
- 7) No cement will be issued from Estate store. Contractor's are instructed to procure OPC grade 43/53 as per requirement or otherwise PPC bag Manufactured by ACC. Testing of cement is required to be carried out either in IIT/ VJTI/SP College Labs / Structural Laboratory on his own cost & report may be submitted to Assistant Engineer / Junior Engineer.
- 8) No cement will be issued from Estate Store and final bill will not be accepted without test report of IIT / VJTI/ SP College labs/ Structural laboratory.
- 9) Visit to site within the restricted area.

Permission to enter the restricted area at the time of submission of tenders can be obtained through the Executive Engineer (Civil / Electrical) concerned. Tenders are advised to send prior information to the Executive Engineer concerned about the particulars of their agents, representative etc. so that necessary arrangement may be made by him to secure admission. Whether a tenderer visits at the site or not he shall be deemed to have full knowledge of restrictions on entering into exist, form and working within the restricted areas.

### 10) Entry and Exit

The contractor, his agents, representatives, workman, etc. and his materials, carts trucks, or other means of transport, etc. will be allowed to enter through and leave from only such gate or gates and at such times as the Executive Engineer concerned or authorized In-charge of the restricted areas may bear at their sole discretion permit to be used. Contractor's authorized



representative if required are to be present at the places of entry and exist for the purpose of identifying his carts, trucks, etc. to the personnel In-charges of the security of the restricted area.

#### 11) Temporary Identity Permits

The contractor or his representative / site In-charge overseers and other regular staff are required individually to be in possession of the temporary entry permit which will be issued by the Security on the recommendation of the Engineer-In-Charge. Regarding casual labourers skilled workers to be engaged in the execution of the work, the following procedure shall be followed.

The casual / skilled workers who will be engaged by the contractor shall be allowed to enter IIT premises through gates on production of Daily Attendance Card which will be marked by the authorized representative of the contractor before entering at the Security Gate.

The Security Officer shall have the authority not to allow any labourers who does not posses the "Marked muster roll cards". The labourers working and moving in the Campus areas should always carry the muster roll card with them for identification. Contractor shall be responsible for the conduct and action of his / workmen / agent of representative at all times.

In case of any concreting program which involves temporary engagement of more labourers, the contractor concerned shall apply to the site engineer for temporary permission for the day and intimate the same to the security prior to such engagement.

#### 12) Movement of Contractor's Materials

Any materials which are removed from the site of works are required to be taken out from the IIT premises, the contractor should follow the following procedure.

The contractor shall supplying in writing to the Engineer-in-charge the details of the materials to be removed including the material which are rejected etc. This application shall be endorsed by the Engineer-in-charge, or his authorized representative. These materials shall only be allowed to go out of IIT premises after counter signature of the Security Officer an checked at the gate.

#### 13) Search

Thorough search of all persons and transport shall be carried out each gate and for as many times as gate is used for entry or exist and may also be carried out at any time or any number of times at the works site within the restricted area.

#### 14 ) Working Hours

The unit controlling restricted areas, usually work during five days in the week and remain closed on Saturdays and Sundays. Working hours available to contractor's labour and staff are however, appreciable reduced because of the time of entry and exist during working hours. The exact working hours, working days and non-working days observed for the restricted area, where work are to be carried out shall be deemed to have been ascertained by the contractor before submitting this tender.

The tenderers attentions invited to the fact that the total number of working hours for the units are prescribed in regulation and no work beyond the prescribed working hours shall be permitted.

The contractor shall not carry out any work on declared holidays of IIT, weekly holidays and other non-working days unless he is expressly authorized in writing to do so by the Executive Engineer ( Estate / Civil / Electrical) concerned.

**15 ) Access to restricted area after completion of work.**

After the works are completed and surplus stores etc. removed the contractor his agents, representatives or workmen etc. may not be allowed any access to the restricted area except for attending to and rectification defects pointed out to him by the Executive Engineer ( Estate / Civil / Electrical) concerned or his representative.

**16 ) Fire precaution**

The contractor, his agents, representative, workmen etc. shall be strictly observed the orders pertaining to fire precautions prevailing within the restricted areas.

**17) Work on Holidays Saturdays / Sundays**

The contractor shall not carry out any work on declared holiday of IIT, weekly holiday and other non-working days unless he is expressly authorized in writing to do so by the Executive Engineer ( Estate / Civil / Electrical) concerned. Contractors can execute the work on holiday, Saturday and Sundays with prior permission of the office under the supervision of the office staff. The overtime charges as per the rates of IIT will be recovered from the contractor. The necessary recovery will be done through bills. The record of materials brought by the contractor inside the IIT Campus should be verified through the concern Assistant Engineer and Junior Engineer before commencing the work.

18 ) If any material is to issued by IIT Bombay the same will be issued as per requisition.

19) 1% wastage will be allowed on any chemicals issued from Estate Office (Stores). Along with each R.A. Bill including final bill the contractors have to submit the reconciliation statement for chemicals and other materials issued from Estate Office (Stores) if the wastage is more than as specified above the double recovery will be made for the excess quantity.

20) Any scaffolding or ladder required for access to the location of work for inspection shall be made by the contractor at his own cost and the same shall be removed on his own cost after completion of work.

21) The contractor shall carry out work in close co-ordination with the respective Department / Hostel without causing any inconvenience to all concerned. However, the job has to be completed within the stipulated time limit.

22) The contractor has to obtain CAR policy before commencement of the work and he should pay ESI and PF contribution against the workers engaged by him and challan are to be submitted along with the final bill.

23) The indemnity bond and promissory note shall required to be submitted by the contractor for secured advance if any.

24) No mobilization advance will be given to the contractor.

25) **Consumption** of chemicals has to be recorded daily by the contractor and it should be got verified / certified by the concerned Assistant Engineer / Junior Engineer of the Institute.

26) Shifting of debris's from any place, any height to any place in the IIT Campus/ouside the Campus will be done by the contractor as per the item specification and contract condition.

27) The contractor has to carry out the structural repair work as per specification of construction chemical manufacture.

**28) The testing Charges**

“ The testing of material which will be used by the contractor for construction / maintenance job shall be carried out as per the relevant IS specification / standard procedure at the Institute own / recommended laboratory as per the decision of Engineer-in-Charge and contractor will bear the testing charges incurred if any unless otherwise mentioned in the schedule of items. The sample of material will be taken by the Engineer-in-Charge or his representative and it shall be sent to the laboratory in sealed manner as decided by the Engineer-In-Charge through contractors cost and arrangement.

29) Indication of Testes for Materials.

a) Necessary gate pass will be issued by the concerned Engineer-in-Charge if the samples of material which will be taken out from IIT Campus for testing to be done in the recommended lab outside the campus.

b) Although concerned labs are expected to send the test report timely to the Engineer-in-Charges and if any delay occurred regarding the receipt of test report, no claim of the contractor will be entertained regarding the delay, loss of time etc.

30) If any problem arises about the application / workmanship, the contractor has to arrange visit of representative of manufacturer of chemicals and under their guidance they will have to carry out work.

31) The contractor shall be required to give performance guarantee of structural repair work carried out by them for 10 years and guarantee for 10 years for water -proofing work carried out by them on Rs. 100/- stamp paper.

32) No escalation will be entertained for material, labour of any type during the period of contract including extended period if any.

33) It was decided that the contractors will procure construction chemicals from the respective manufacturers and it should be ensured by them that the date of receipt at site should be not later than two months from date of manufacturer i.e the expiry date should be more than ten months.

- 34) ) The concerned contractors shall work in co-ordination with Electrical Maintenance Division for smooth execution and for maintaining continuous power supply to the concerned Hostels / Departments. They shall co-ordinate with the concerned electrical contractor, department persons to execute repair / rehabilitation of electrical lines hand in hand with Civil structural / rehabilitation.
- 35) Contractor shall cover entire floor while carrying out work of plastering, applying polymer modified mortar, Trawling etc.
- 36) Contractor shall provide plastic sheets for covering the affected area.
- 37) Contractor shall provide Jute / plastic sheet to cover external face of building.
- 38) Contractor shall cover all electrical fittings / wire by plastic sheets / jute bags.
- 39) Contractor should not use departmental furniture's, equipment's or any other materials belongings to IIT Bombay. In case any furniture is inadvertently damaged / affected those should be made good by the contractor at his own cost.
- 40) Any wire, cable, removed will be re-fixed after plastering work by the contractor as directed by the Engineer- In-Charge.
- 41) Special conditions will be superseded to General Conditions.
- 42) Work has to be carried out in consultation with the Head of the department of concern building and other Committee members of the Departments as per their convenience or as directed by Engineer In Charge.
- 43) If the contractor violates security rules and regulations of the Institute or damages the Institute property as penalty of 0.5% of the work order amount will be recovered from their dues.
- 44) No work will be sub-leted to other agency, if found the said agency will be black listed by intimating to the other organization.
- 45) No service charges will be paid separately by IIT Bombay.
- 46) No escalation will be paid by IIT Bombay.
- 47) Electricity will be supplied on payment basis for work site from the nearest available supply point if available



Superintending Engineer

Signature of Contractor

# 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 hand-hold 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 3.6m ( 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 90cm. (3ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of 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 3.6m ( 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 90cm (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 29cm. (11  $\frac{1}{2}$ " ) for ladder upto and including 3m (10 ft) in length. For longer ladders, this width should be increased at least  $\frac{1}{4}$ " for each additional 30cm. (1 foot) of length. Uniform step spacing of not more than 30cm shall be kept. Adequate precautions shall betaken 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 defense 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. Excavation and trenching – All trenches 1.2m ( 4ft) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100ft) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90cm (3ft) above the surface of the ground. The side of the trenches which are 1.5m (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 1.5m. (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.

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 Engineer-in-Charge 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 officer.
    - (b) At least 5 to 6 manholes upstream and down stream 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 colour 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 line 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 Engineer-in-Charge 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 vapour 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 Engineer-in-Charge 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 ready made 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. 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 the 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 these 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) 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 equipments



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.  
(b) Every rope used in hoisting or lowering material 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 machine, 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 Engineer-in-Charge 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 mask, 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 conduction 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 boards 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 Labour Officer or Engineer-in-Charge 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.



Superintending Engineer

Signature of Contractor

# MODELS RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

## 1. APPLICATION

These rules shall apply to all buildings and construction / maintenance works in IIT Bombay in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

## 2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work or maintenance work on any day during the period during which the contract work is in progress.

## 3. FIRST-AID FACILITIES

(i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid- boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.

(ii) The first-aid box shall be distinctly marked with a red cross on white background and shall contain

a) For work places in which the number of contract labour employed does not exceed 50- the following equipment : -

Each first-aid box shall contain the following equipments : -

1. 6 small sterilized dressings.
2. 3 medium size sterilized dressings.
3. 3 large size sterilized dressings.
4. 3 large sterilized burn dressings.
5. 1 (30ml.) bottle containing a two per cent alcoholic solution of iodine.
6. 1 (30ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1(30 gms) bottle of potassium permanganate crystals.
9. 1 pair scissors.
10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice service and Labour Institute, Government of India.
11. 1 bottle containing 100 tablets ( each of 5 gms) of aspirin.  
Ointment for burns.

12. A bottle of suitable surgical antiseptic solution.

b) For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipments.

- 1) 12 small sterilized dressings.
- 2) 6 medium size sterilized dressings.
- 3) 6 large size sterilized dressings.
- 4) 6 large size sterilized burn dressings.
- 5) 6 ( 15 gms) packets sterilized cotton wool
- 6) 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
- 7) 1 (60 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
- 8) 1 roll of adhesive plaster.
- 9) 1 snake bite lancet.
- 10) 1 (30 gms) bottle of potassium permanganate crystals.
- 11) 1 pair scissors.
- 12) 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes / Government of India.
- 13) A bottle containing 100 tablets ( each of 5 gms) of aspirin.
- 14) Ointment for burns.
- 15) A bottle of suitable surgical antiseptic solution.

(iii) Adequate arrangement shall be made for immediate recoument of the equipment when necessary.

(iv) Nothing except the prescribed content s shall be kept in the First-aid box.

(v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

(vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.

(vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.

(viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

#### 4. LATRINES AND URINALS

(i) Latrines shall be provided in every work place on the following scale namely : -

- (a) Where female are employed, there shall be at least one latrine for every 25 females.
- (b) Where males are employed, there shall be at least one latrine for every 25 males provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.
- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- (iii) Construction of latrines : The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than boreholes system.
- (iv) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
- (b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- (v) There shall be at least one urinal for male workers upto 50 and one for female workers upto 50 employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- (vi)(a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
- (b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- (vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- (viii) Disposal of excreta : - Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. Layer of waste or refuse and then covering it with a layer of earth for a fortnight ( when it will turn to manure).
- (ix) The contractor shall at his own expense, carry out all instruction issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

**5. ANTI-MALARIAL PRECAUTIONS**

The contractor shall at his own expense, conform to all anti-malarial instruction given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

6. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

**7. AMENDMENTS**

IIT Bombay may, from time to time, add to or amend these rules and issue directions – it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.



Superintending Engineer

Signature of Contractor

ANNEXURE-I  
**ARTICLE OF AGREEMENT**

CONTRACTOR AGREEMENT for the work of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Article of agreement made at \_\_\_\_\_ this \_\_\_\_\_ day  
of the Two Thousand \_\_\_\_\_, between Indian Institute Of Technology, Bombay under Institute  
of Technology Act 1961, and having its Administrative Office in the Main Building 1<sup>st</sup> Floor, Powai,  
Mumbai – 400 076 ( hereinafter called the Institute of Technology Bombay) of the one part  
and \_\_\_\_\_ whose Registered office is situated  
at \_\_\_\_\_ (herein after called “the  
contractor”) of the other part.

**WHEREAS**

The IIT Bombay being desirous of having provided and executed certain works mentioned enumerated or referred to in the Tender Notice, General Tender Notice, Instructions to Tendered, Conditions of Contract, Special Condition, Specification, Technical Report, Schedule of Quantities for Works, Drawing and Other documents constituting the tender and acceptance thereof, copy to be annexed all of which are designed to form part of this contract and are included in the term 'CONTRACT' herein used.

**ANDWHEREAS**

The II Bombay accepted the tender of the contractor for the provisions and the execution of the said work at the rate stated in the schedule of quantities of works ( Herein after called ' Schedule Of Rates') upon the terms and subject to the conditions of contract.

**NOW THIS AGREEMENT AND WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND AS FOLLOWS.**

- 1) The documents which form part of the contract will be the tender notice, Instructions to tenders, conditions of contract, special conditions of contract, schedule of quantities of work,

specifications, drawings and other documents, constituting the 'Tender' and acceptance thereof. It is further agreed that the work order No. \_\_\_\_\_ dated \_\_\_\_\_ shall constitute the contract between the parties.

- 2) In consideration of the payments to be made to the contractor for the works to be executed by him, the contractor shall and will duly provide, execute and complete the work on or before \_\_\_\_\_ as per the time limit mentioned in the tender documents and shall maintain the same at his own cost for the defect liability period thereafter, perform all such acts and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said work and at the times and the manner and subject to the terms and conditions or stipulations mentioned in the contract.
- 3) In consideration of the due provision, execution and completion of the said work, the IIT Bombay, do hereby agree with the contractor that IIT Bombay, will pay to the contractor in the respective amount for the work actually done by him at the 'Schedule rate' quoted and accepted by IIT Bombay such other sums as may become payable to the contractor under the provisions of the contract such payment to be made at such time and in such manner as provided for in the agreement.
- 4) In consideration of the due provision, execution and completion of the said work and contractor does hereby agree to pay to the IIT Bombay the sum as may be due to the IIT Bombay for the services if any rendered by the IIT Bombay to the contractor and such other sum or sums as may become payable to the IIT Bombay towards loss, damage to the IIT Bombay's equipment, material, plant and machinery including these hired to the contractor if any as set forth in the said conditions of contract, such payment to be made at such time and in such manner as provided in the contract.
- 5) The contractor has to deposit with the IIT Bombay the sum of 1% equal value of financial limit as the fixed Earnest Money Deposit and remaining part will be recovered from contractor by allowing the IIT Bombay to deduct from the bills payable to them at the rate of 5%, 8%, 10% of amount payable to the contractor. This security deposit will be retained until the expire of the Defect Liability Period for the due observance and performance of this contract.
- 6) All disputes arising out of or any in connection with this agreement or concerning thereto shall be deemed to have arisen in Bombay and the same will be referred to the sole arbitrator of Deputy Director or anybody nominated by the Deputy Director, I.I.T Bombay for his decision and his decision will be final.
- 7) The several parts of this contract have been read by me / us and fully understood by me / us.



IN WITNESS WHEREAS THE PARTIES HAVE ACCEPTED THESE PRESENT IN DUPLICATE THE DAY AND THE YEAR FIRST AS MENTIONED ABOVE.

SIGNED AND DELIVERED FOR AND ON BEHALF OF THE INDIAN INSTITUTE OF TECHNOLOGY BOMBAY.

SIGNATURE : \_\_\_\_\_

DESIGNATION : \_\_\_\_\_

In the presence of witness

1) \_\_\_\_\_ ( Address )

2) \_\_\_\_\_ ( Address )

SIGNED AND DELIVERED FOR ON BEHALF OF \_\_\_\_\_

\_\_\_\_\_ in the presence of

Witness

1) \_\_\_\_\_ ( Address )

2) \_\_\_\_\_ ( Address )

