

**INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCE, PATNA  
BIHAR**

**Name of work: Remaining Work of Existing Structure Made By  
IPP-7, Near State Health Society Building at  
IGIMS, Patna**

## **TENDER DOCUMENT**

**ITT, GCC & SCC**  
(General Condition and Special Condition of contract)

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**INDIRA GANDHI INSTITUTE OF MEDICAL SCIENCES, SHEIKHPURA, PATNA 14**

**INSTRUCTIONS TO TENDERERS**

**A. General**

1. For participating in the above E-tendering, the Contractor shall have to get registered themselves so that user ID and Password are issued to them. This will enable them to access the website ([www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)) and download/Participate in E-tendering.
2. Bidders/Contractors can access/download tender documents on the website, fill them and submit the completed tender documents into Electronic Form on the website itself. The scanned copies of other important papers i.e. BOQ cost/Earnest money and the certificates as required in Eligibility Criteria must be attached with E-tender.
3. No Claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minutes technical snag.
4. In the unlikely event of the server of [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) being down for more than two consecutive hours (in the period from mid night to closing time of receipt of tenders) on the last date of receiving of the bid, the last date of the same shall be extended to next working day till the last receiving time stipulated in the original NIT.
5. The bidders are requested to check the file size of uploded documents at the time of submission & they should ensure that complete file is uploaded. If they feel that the complete file is not uploaded, they can click on cancelled button & update the same before submission.
6. File size should be less than 5 MB & should be in M.S word, M.S Excel, PDF & JPEG formats.
7. For any information regarding e-tendering procedure, bidders may contact e-procurement, Help Desk, First Floor. M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, Patna-800001. and may contact also on Ph-0612-2523006, Mob. 9939035696.

**B MODE OF SUBMISSION**

1. The tender is to be submitted by e-tendering only and hard of all documents has to be submit to the office of Director IGIMS. In case of discrepancy found in Hard copy and up loaded Bid document through. E Tendering , E- Tendering document will be treated as a valid Tender document. For e-tendering process and registration the bidder may contact e-Procurement Help Desk, Help Desk, Room no-22, Telegraph Colony, Kidwaipuri, Income Tax Golamber, Patna (Tel:-0612-2523006, 9939035696).

2. Time is the essence of the Contract. The entire works are required to be completed within **270 Days** from the 15<sup>th</sup> day after the date on which the Director IGIMS issues written orders to commence the work in accordance with the phasing, if any, indicated in the tender documents. The contract program shall commence from the date the work order is issued & shall not be governed by the release of any advance payment provided said payments are released within 15 days of the date of issue of work order.
3. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders. The means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies, prevailing regulation, statutory controls and other circumstances which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or lack of such examination or otherwise shall be allowed.
4. Access to site will be given during tender period by appointment on application to the Director, **The INDIRA GANDHI INSTITUE OF MEDICAL SCIENCES**.
5. Employer will not be responsible and will not be reimbursed any expenses which may be incurred to person or property by the tenderer in connection with visit to and examination of the site for the preparation of the tender.
6. The submission of tender will be conclusive evidence, that the Tenderer has fully and carefully read this notice and all other documents and has made himself aware of the scope, specifications, drawings, quality and performance requirement of the work to be performed and the equipments, materials etc. to be furnished and requirements of contract documents and local conditions and other factors having bearing on the execution of the work.
7. All drawings and specifications & schedule of quantities issued with the tender must be returned duly stamped signed on each page/drawing by the Tender. It will be obligatory on the part of Tenderer to stamp and sign the tender documents for all the component parts so that after the work is awarded, he will have to enter into a contract with the Director IGIMS for the due execution of works by signing an agreement in accordance with the articles of agreement, general, technical and special conditions of contract, specification, priced schedule of quantities and the tender drawings shall form part of the Contract. Any tender with any of the document not signed will be rejected.
8. a) Tenderer shall check the numbers of the pages of all the documents and should any page be found missing, or unclear, must notify the Engineer in-charge IGIMS at once for clarification. No liability for errors in the tender resulting from failure to check the documents will be accepted. Any Tenderer having questions regarding the true meaning of any part of the Tender / Contract documents or who finds discrepancies in, or omission from any part of the Tender / Contract Documents may get it clarified in writing from Engineer in-charge IGIMS for which a written request made not later than 7 (Seven) days prior to opening of tenders.

- b) The Tenderer should read the specifications and study the tender drawings carefully before submitting the tender. In case of any doubt, Tenderer shall take suitable clarification from the Engineer in-charge IGIMS during pre-bid stage, which may in anyway influence his tender pricing as no allowance whatsoever will be agreed to, beyond the tender parameters for any alleged ignorance there off.
- 9 The schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that these are the estimated quantities only and/are not to be taken as actual and correct quantities of the work, to be executed by the Tenderer in fulfillment of this obligation under the contract. These quantities are liable to alternations by omissions, deductions or additions at the discretion of the Director IGIMS without affecting the Terms of the Contract.
- 10 The rate quoted shall include for the provision of all Labour, Materials, Tools, Supplies, Equipment, Services, Facilities, Supervision, Administration, Taxes, Licenses, Permits, Insurance and bonds as may be applicable, incidentals and all other things necessary to perform and incidental to the performance of the work in strict accordance to the performance of the work in strict accordance with the Contract Documents to the satisfaction of the IGIMS Consultants and IGIMS Engineer in-charge IGIMS
- 11 Rate shall include for unloading stacking and hoisting of his own materials and equipment including the materials/stores supplied by Director IGIMS, if any own scaffolding rig and access equipment, arrangement & distribution of site temporary electrical, water and other utility services and maintaining sufficiency of supply of these services, protection of adjacent trades; own clean up and trash disposal. Director IGIMS does not warrant supply of electrical, water or other utility services. Tenderer is deemed to have allowed for alternative stand by services at his own cost to ensure work progress is not suffered on this account.
- 12 Rate shall include Sales Tax, Excise Duty, Octroi, Royalty or any other Tax, duty of levy on materials to be supplied by the Tenderer in respect of this contract shall be payable by the Contractor and the Director IGIMS will not entertain any claim whatsoever in this respect. The quoted rate shall be inclusive of all such taxes and be complete.
- 13 All rates shall be quoted on the tender form.
- a) The Progress Schedule provided herein is a time and progress schedule at tender stage which gives the period and key milestone for the proposed works. The Tenderer shall fully develop his tender programme taking into account the requirement of the time and progress thus provided.
- b) The Tenderer shall submit a programme with his tender. This programme will demonstrate the periods, sequencing and timing of the works and must show the start and finish dates for each activity and as specified in Section 1.13 of the General Requirements.
- c) The Tenderer programme is to include all activities for which he is responsible, including the preparation of drawings, fabrication of parts, delivery to site, installation, testing commissioning etc.

14. No Escalation is permitted for extended period of completion; the Contractor shall keep his prices firm during this period.
15. The Tenderer, whose tender is accepted shall permit the Director IGIMS at the time of making any payment to him for work done under the Contract to deduct towards Retention money such sum to 5% of the gross amount of bill.
16. a) Each page of the tender documents is required to be signed by the person or persons submitting the tender in token of his / their having acquainted himself / themselves with the Special Conditions, General Condition of contract, technical Specifications and schedule of quantities etc. as laid down. Any tender with any of the documents not so signed will be liable for rejection.
- b) If the tender is submitted by a partnership firm, it shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract and attach such Power of Attorney with the tender. Otherwise the tender will be liable for rejection. If the tender is made by or on behalf of Company incorporated under the Companies Act, it shall be signed by their Managing Director or one of the Directors duly authorities on that behalf.
- c) With the tender bid, Tenderer should indicate the name (s) of accredited representative (s) of the Tenderer who would be responsible and authorized to discuss, clarify, negotiate and receive clarification and instruction from the Director IGIMS during post tender opening stage.
17. All erasures and alterations made while completing the tender must be attested by initials of the Tenderer. Over writing of figures is not permitted. Failure to comply with these conditions after opening of the tender shall make it void. No advice of any change in rate conditions after opening of the tender will be entertained.
18. The Director IGIMS is not bound to accept the lowest tender and reserves the authority to reject any or all tenders received without assigning any reason (s). The OWNER / EMPLOYER also reserves the right of accepting the whole or any part of the tender and the Tenderer shall be bound to perform the same at his quoted rates.

**EARNEST MONEY:**

The Earnest Money for amounting Rs. 7,24,900/- shall be accompanied with bid for each work in the form of Demand Draft (DD) of any schedule bank which has branch in Bihar. Earnest Money shall be in favor of the Director, Indira Gandhi Institute of Medical Science Patna the earnest money must be accepted in the latter up to 28/01/2016 at 3.30 PM , otherwise Tender will not considered as responsive.

19. The Tenderer shall submit a latest valid 'Income Tax Clearance Certificate' issued by the authorities along with his tender.

**B. FOR PERCENTAGE RATE TENDERS**

- 2.1 In case of Percentage Rate Tenders, They shall fill up in the Schedule/ Bill of Quantities, percentage below/ above (in figures as well as in words) to total estimated cost given in Schedule/ Bill of Quantities, he will be willing to execute the work. The tenderer should quote a unique single percentage plus/ minus over the total estimated amount given in schedule/ bill of quantities. In case more than one schedule is given, stipulating quoting of separate percentages (plus or minus) over the estimated amount of each schedule, the tenderer can quote separate percentages for each such schedule. Under no circumstances, tenderer is allowed to quote separate percentages for individual items, trades or group of items. In case tenderer quotes separate percentages for individual items, trades or group of items instead of to the total amount of schedule(s), the tender shall be rejected and earnest money of the tenderer shall be forfeited in totality.
- 2.2 In case of Percentage Rate Tenders, the tenderer shall also work out the total amount of his offer after adding percentage plus or minus over the total schedule amount 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.g. Rs. 2.15 P and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end.
- 2.3 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 tenderer in Percentage Rate Tender shall be accurately filled in figures and words, so that there is no discrepancy. However, if the tenderer has worked out the amount of the Tender and if any discrepancy is found in the percentage quoted in words and figures, the percentage which corresponds with the amount worked out by the tenderer shall be taken as correct. — If the amount of the tender is not worked out by the tenderer or it does not correspond with the percentage written either in figures or in words then the percentage quoted by the tenderer in words shall be taken as correct. Where the percentage quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the tenderer will be taken as correct and not the amount. If contractor fails to mention plus or minus (above or below) against the percentage but has worked out the amount, the percentage whether above or below shall be worked out from the amount. For any other discrepancy, the decision of Tender Scrutiny Committee of IGIMS shall be final and binding on the contractor including on rejection of Tender and forfeiture of EMD.

#### **2.4 ITEM RATE TENDER/ PERCENTAGE RATE**

BOQ has been prepared on the basis of prevailing Bihar schedule rate July 2014 (BSR 2014), DSR .2014 & earlier approved rate.

Bidder has to quote the item rate of non schedule item.

- 3.0 The tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modifications shall be rejected.
- 4.0 The witnesses to the Tender/Contract Agreement shall be other than the tenderer/ tenderers competing for this work and must indicate full name, address and status/occupation with dated signatures.

- 5.0 The acceptance of tender will rest with the Director IGIMS who does not bind himself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason thereof. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
- 6.0 Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 7.0 On acceptance of tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from Director or its authorized representative shall be intimated by the contractor within 07 days of issue date of telegram/letter/telex/fax of intents by IGIMS.
- 8..0 The tender award, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of Intent/ Letter of Work Order, Bill of Quantities, Special Conditions of Contract, General Conditions of Contract, Specifications, Drawings. The tenderers shall be deemed to have gone through the various conditions and clauses of the tender and visited the site and satisfied it with site conditions including sub-soil water conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of contractor will affect his price/ rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained.
- 9.0 The drawings with the tender documents are TENDER DRAWINGS and are indicative only.
- 10.0 Transfer of bid documents purchased by one intending bidder to another is not permissible.
- 11.0 Technical Bid sheet and financial bid sheet shall be submitted in two separate envelop. On top of envelop Name of company and Name of Bid (Tech/Financial) **should be mentioned.**

## **12. Financial Capabilities**

- 12.1 The applicant shall demonstrate that it has access to , or has available , liquid assets (Aggregate of working capital, un committed Bank Guarantees and lines of credit) , sufficient
- To meet the construction cash flow requirements the amount indicated in NIT.
- 12.2 In the relevant information form , the applicant shall also demonstrate the satisfaction of The employer, that it has adequate source of finance to meet the cash flow requirement of works currently in Progress and for future contract commitments.
- 12.3 The Audited Balance sheet for last 5 years starting from Financial 2010 – 11 to 2014-15 Shall be submitted and must demonstrate the current soundness of the applicants



financial Position, and indicate its Prospective long term profitability (including an estimated financial Projection for the next two years.) if deemed necessary the employer shall have authority to make inquiries with the applicant's bankers.

### **13. SUBMISSION OF TENDER DOCUMENT :**

Bidder has to submit all document through E- Tendering on web site [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) and one set ( For Technical document only) in hard copy before due date and time as mention in NIT.

**Following documents should be enclosed in part 1 envelop and at top of envelop (“ TECHNICAL DOCUMENT”) should be written.**

- a) Index chart
- b) GCC – singed on each page by authorized person
- c) Technical specification - singed on each page by authorized person
- d) All document required as mention in Technical bid sheet should be singed by authorized person.

And after their paging it should be listed/mention in index chart with their page no.

- e) NIT- singed on each page by authorized person
- f) EMD in original
- g) Tender fee in original

### **TENDER**

I/We have read and examined the notice Inviting Tender, Instructions to Tenderers ,Schedule, Specifications applicable, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of Rate & other document and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified in the NIT within the time specified in NIT /Schedule `F' viz, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-I of General Rules and Directions of contract and in respects in accordance with such conditions so far as applicable.

We agree to keep the tender open for One hundred twenty (120) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

EMD is amounting Rs.\_\_\_\_\_ is hereby forwarded in Bank draft of a Schedule Bank as earnest money. If I/we, fail to commence the work specified I/we agree that the office of the Director IGIMS in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise they said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender

documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.

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 IGIMS

I/we agree that if I/we fail to commence the work specified in the above memorandum an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited by the IGIMS and the same may at the option of the competent authority on behalf of the of the IGIMS be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/ us under this contract or otherwise.

Dated .....

Signature of Contractor  
Detailed Address

Witness:  
Address:  
Occupation:

### ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the , INDIRA Gandhi Institute of Medical science for a sum of Rs..... (Rupees .....  
.....)

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

- a)
- b)
- c)

For & on behalf of the IGIMS

Signature \_\_\_\_\_

Dated .....

Designation –

### **General Rules & Directions**

1. In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney 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.
2. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors 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.
3. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
4. The memorandum of work tendered for and the schedule of materials to be supplied by the IGIMS and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
5. The tenderers shall sign a declaration under the official Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them.
6. In percentage Rate Tenders, only percentage quoted shall be considered. Any tender containing item rates quoted is liable to be rejected. Rates quoted by the contractor in percentage 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 provided 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 figures 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 the event no percentage has been quoted for any item (s), leaving space both in figure(s), word (s), and amount blank, it will be presumed that the contractor has included the cost of this/these item (s) in other items and percentage for such items (s) will be considered as zero and work will be required to be executed accordingly.

7. In the case of any tender where percentage 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.
8. All percentage 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 percentage 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 figures 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. 2.15 P and in case of words, the word `Rupees' should precede and the word `Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word `only' it should invariably 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.
9.
  - (i) The Contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within specified period. This guarantee shall be in the form of Govt. Securities or fixed deposit receipt of any scheduled bank or State Bank of India.
  - (ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for fulfillment of his contract, an amount equal to 5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money if deposited in cash at the time of tenders, will be treated as a part of the Security deposit. The Security amount will also be accepted in cash or in the shape of Govt. Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.
10. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-charge shall be communicated in writing to the Engineer-in-charge.
11. Sales-tax, purchase tax, turnover tax, service tax, VAT, Octroi or any other tax on material in respect of this contract shall be payable by the contractor and IGIMS will not entertain any claim whatsoever in respect of the same.
12. The contractor shall give a list of employees of IGIMS related to him.
13. The tender for the work shall not be witnessed by contractors who himself/ themselves has/ have tendered or who may and has/ have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
14. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations drainage installation, electrical work, air-conditioning work, horticulture and landscape work, roads and paths and fire fighting ,Interiors etc. The tenderer must associate him with agencies of appropriate class which are eligible to tender for such works.

15. 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 IGIMS 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.

16.

### **GENERAL CONDITIONS OF CONTRACT**

#### **Definitions :**

1. The contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the , IGIMS and the Contractor together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge/ Architects 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, jv or company, whether incorporated or not, undertaking the works shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
  - iv) The Engineer-in-charge means the Engineer designated by IGIMS / Supervising agency that shall supervise and be in-charge of the work.
  - vi). Department means IGIMS, Patna.
  - vii) Government means Govt of Bihar.
  - viii) Accepting authority shall mean the authority who accepts the tender.

- ix) 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 IGIMS, 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 IGIMS of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to IGIMS faulty design of works.
- x). Market Rate shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.
- xi). Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.
- xii). District Specifications means the specifications followed by the State Govt in the area where the work is to be executed.
- xiii). Tendered value means the value of the entire work as stipulated in the letter of award.

### **3. Scope & Performance**

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

- 4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications. Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
- 6. Works to be carried out :- 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 in the full and entire execution and completion of the works. The descriptions given in the Schedule of quantities 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.

7. Sufficiency of Tender:- The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and the percentage rates and price 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.
8. Discrepancies and Adjustment of Errors: - The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General conditions.
  - 8.1 Any error in description, quantity or rate in Schedule of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
9. Signing of Contract:- 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 the notice inviting tender, all the documents if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
10. Joint venture: Not permitted

#### **11.0 ESCALATION/ PRICE VARIATION (Not applicable)**

#### **12.0 TIME ESSENCE OF CONTRACT & EXTENSION FOR DELAY**

The time allowed for execution of the Works as specified in the terms of contract or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from the 10th Day or such time period as mentioned in letter of award after the date on which the Engineer-in-Charge issues written orders to commence the work. If the Contractor commits default in commencing the execution of the work as aforesaid, the Executing Agency shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

12.1 Within 10 (Ten) days of Letter of Intent, the Contractor shall submit a Time and Progress Chart (CPM/ PERT/ Quantified Bar Chart) and get it approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast (mile-stones) of the dates of commencement and completion of various items, trades, sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time stipulated in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs for which a separate program has been agreed upon) complete 1/8<sup>th</sup> of the whole of work before 1/4<sup>th</sup> of the whole time allowed in the contract has elapsed, 3/8<sup>th</sup> of the work before one half of such time has elapsed and 3/4<sup>th</sup> of the work before 3/4<sup>th</sup> of such time has elapsed. The physical report including photographs shall be submitted by the contractor on the prescribed format & the

intervals (not exceeding a month) as decided by the Engineer in Charge. The compensation for delay as per clause shall be leviable at intermediate stages also, in case the required progress is not achieved to meet the above time deadlines of the completion period and/ or milestones of time and progress chart, provided always that the total amount of Compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work”.

12..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 of workmen, strike or lockout, affecting any or 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 responsibility of the IGIMS or,

vii) Non availability or break down of tools and plant to be supplied or supplied by IGIMS or,

viii) any other cause which, in the absolute discretion of the IGIMS, 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 Engineer-in-Charge 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.

12.3 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired. In any such case IGIMS may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and the extension of time so given by the Engineer-in-Charge shall be binding on the contractor.



## CLAUSES OF CONTRACT

### Clause – I

#### Performance Guarantee

- i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five Percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-charge upto a maximum period as specified in Schedule 'F' on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-Charge. This Guarantee shall be in the form of Deposit at call receipt of an scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs.100, 00,000/-) or Govt. Securities or Fixed Deposit Receipts or Guarantee Bonds of any scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any bank is furnished by the contractor to the IGIMS as part of the performance guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the IGIMS to make good the deficit.
- ii) The performance Guarantee shall be initially valid up to the stipulated date of completion plus 90 days beyond that. In case the time of completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- iii) The IGIMS shall not make a claim under the Performance guarantee except for amounts to which the IGIMS is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the IGIMS may claim the full amount of the Performance Guarantee.
  - (b) Failure by the contractor to pay to the IGIMS any amount due, either as agreed by the contractor or determined under any of the clauses/conditions of the agreement, within 30 days of the service of notice to this effect by engineer-in-Charge.

- iv) In the event of the contract being determined or rescinded under provision of any of the clause/condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the IGIMS

### **Clause – 1 A**

**Recovery of Security Deposit :-** The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit IGIMS at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit @5% of the tendered value of the work. Such deductions will be made and held by IGIMS by way of Security Deposit unless he/ they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Govt. Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the IGIMS as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the IGIMS to make good the deficit.

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

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

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

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

### **Clause -2**

**Compensation for Delay** :- If the contractor fails to maintain the required progress in time total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tended Value of work.

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 IGIMS In case, the contractor does not achieve a particular milestone mentioned in Schedule 'F', or the re-scheduled milestone (s) in terms of clause 5.4, the amount shown against that milestone shall be withheld to be adjusted against the compensation levied at the final grant of Extension of Time. Withholding of this amount on failure to achieve a milestone shall be automatic, without any notice to the contractor. However, if the contractor catches up with the progress of the work, on the subsequent milestone (s), the with held amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone (s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

**Clause 2 A – Incentive for early completion of work:**

In case, the contractor completes the total work ahead of scheduled completion time, a bonus @ 0.5% (**decimal five percent** ) of tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 3% (three percent) of the tendered value. The amount of bonus if payable shall be paid along with final bill after completion of work. No bonus shall be payable if the work is completed after scheduled completion time even if the extension of time is granted without any action under clause 2.

**Clause – 3**

When Contract can be determined: - Subject to other provisions contained in this clause the IGIMS 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 IGIMS 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 un workmanship like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii). If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf 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.
- iii). 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 IGIMS (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the IGIMS.
- iv). If the Contractor fails to complete the work within 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 IGIMS.

- v). If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the IGIMS.
- vi). If the contractor commits any acts mentioned in Clause 21 hereof:  
When the contractor has made himself liable for action under any of the cases aforesaid, the, IGIMS shall have powers:
  - a). To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the IGIMS shall be conclusive evidence). Upon such determination or rescission the Earnest Money Deposit, security deposit already recovered and the performance guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the IGIMS
  - b). After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance work as shall be un-executed out of his hands to give it to another contractor to complete the work. The contractor whose contract is determined or rescinded as above shall not be allowed to participate in the tendering process for the balance work.
  - c). In the event of above courses being adopted by the IGIMS 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 – 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8<sup>th</sup> of the stipulated time of completion of the work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee 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 – 4**

Contractor liable to pay compensation even if action not taken under clause 3 :- In any case in which any of the powers conferred upon the IGIMS by Clause – 3 thereof, shall have become exercisable and the same are not exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the

contractor for compensation shall remain unaffected. In the event of the IGIMS 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 IGIMS 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 IGIMS) 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 otherwise the IGIMS by notice in writing may order the contractor or his clerk of the works, foreman or other authorised agent to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the IGIMS may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

#### **Clause – 5**

**Time and Extension for delay:** - The time allowed for execution of the Works as specified in Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 10<sup>th</sup> day or such time period as mentioned in letter of award after the date on which the IGIMS issues written orders to commence the work 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 IGIMS shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

5.1 As soon as possible after the contract is concluded the contractor shall submit a Time and Progress Chart for each milestone and get it approved by the Engineer-in-charge. The chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the IGIMS and the contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in schedule 'F'.

5.2 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 IGIMS in executing work not forming part of the contractor.
- vi). any other cause which, in the absolute discretion of the authority mentioned in schedule 'F' 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 IGIMS 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 IGIMS to proceed with the works.

- 5.3 Request for rescheduling of milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 5.4 In any such case the IGIMS of the IGIMS may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the contractor by the IGIMS of the IGIMS in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the IGIMS and this shall be binding on the contractor.

#### **Clause – 6**

Measurements of Work Done :- Engineer- in- Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

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

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

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

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels. Except where any general or detailed description of the work expressly shows to the contrary, measurements

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

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

Engineer- in- Charge or his authorised representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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

#### **Clause – 7**

**Payment on intermediate certificate to be regarded as advances** :- The interim or running account bills shall be submitted by the contractor for the work executed on the basis of recorded measurements on the format of the IGIMS in triplicate on or before the date of every month fixed for the same by the Engineer-in-charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment / adjustment of advances for material collected, if any, since the last such payment is less than Rs. Five crore in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-charge relating to the work done or materials delivered forming part of such payment, may

be modified or corrected by any subsequent such certificate (s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/ are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

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

### **Clause – 8**

Completion certificate and completion plans :- Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-charge and within thirty days of the receipt of such notice the Engineer-in-charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or(b) for which payment will be made at reduced rates shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/ their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-charge. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning of 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 realised by the sale thereof.

### **Clause 8A**

Contractor to keep site clean:- 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. Before taking such action, the Engineer-in-charge shall give ten days notice in writing to the contractor.

### **Clause 8 B**



Completion plans to be submitted by the Contractor: - The contractor shall submit five sets of completion plans/As built drawings in respect all works within thirty days of the completion of the work along with soft copy.

In case, the contractor fails to submit the completion plan/As built drawings as aforesaid, he shall be liable to pay a sum subject to ceiling of Rs. 50,00,000/- (Rupees Fifty Lakhs Only) or as may be fixed by IGIMS of the concerned and in this respect the decision of the IGIMS shall be final and binding on the contractor.

### **Clause 9**

**Payment of final bill** :- The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by engineer-in-charge, will as far as possible be made within six months from the date of receipt of the bill by the Engineer-in-charge or his authorised representative.

### **Clause 10A**

**Materials to be provided by the contractor** :- The contractor shall at his own cost provide all materials required for the works. The contractor shall, at his own expense and without delay, supply to 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 specifications 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 five days of supply of samples or within five days of the receipt of test result 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 analysed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the 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 to such place or places as may be directed by the Engineer-in-charge 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

authorised representative and Architect shall at all times have access to the work and to all such workshops and places where work is being prepared or from where materials manufactured articles, or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The 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 materials to be substitute 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 10 B**

#### **i). Secured Advance on Non-perishable Materials:-**

The contractor, on signing an indenture in the form to be specified by the Engineer-in-charge shall be entitled to be paid during the progress of the execution of the work upto 75% of the assessed value of any materials which are in the opinion of the Engineer-in-charge nonperishable, non-fragile and noncombustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered/ deducted from the next payment made under any of the clause or clauses of this contract.

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

#### **ii). Mobilization Advance:-**

Mobilization advance not exceeding 5% of the estimated cost put to tender or 5% of tender value which ever is less may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case the contractor shall execute a Bank Guarantee Bond from a Scheduled Nationalized Bank as specified by the Engineer-in-charge for the full amount of such advance is released. Such advance shall be in a suitable number of installments to be determined by the Engineer-in-charge at his absolute discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-charge in this behalf. The second and subsequent installments shall be released by the Engineer-in-charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-charge.

iii). **Plant & Machinery Advance :-**

An advance for plant & machinery required for the work and brought to site by the contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery which in the opinion of the Engineer-in-Charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% of the estimated cost put to tender or 5% of tender value whichever is less. In the case of new plant and equipment to be purchased for the work shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-charge. In the case of second hand and used plants and equipments, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer-in-charge. The contractor shall, if so required by the Engineer-in-charge, submit the statement of value of such old plant and equipment duly approved by a Registered Valuer recognized by the Central/States Board of Direct Taxes under the Income-Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs. 500,000/- Seventy five per cent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same.

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

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

iv). **Interest & Recovery:-**

The mobilization advance and plant machinery advance in (ii) & (iii) above bear simple interest at the rate of 14% per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractor's bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount upto the date of recovery of the installment.

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

vi).The said bank guarantee for advances shall initially be made for the full amount and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.

**Clause – 10C**

If after submission of the tender, the wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order and such increase in wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions if any for the work, and the contractor thereupon necessarily and properly pays such increased wages then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of the work in question.

If after submission of the tender, wages of labour is decreased as a direct result of the coming into force of any fresh law statutory rules or order and such decrease in the wages prevailing at the time of receipt of the tender for the work, IGIMS shall in respect of labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the wages of labour on the coming into force of such law, statutory rule or order.

The contractor shall, for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of the Government, and further shall, at the request to the Engineer-in-charge may require any documents so kept and such other information as the Engineer-in-charge may require.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the wages of labour, give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

**Clause – 10CA (Not Applicable)**

**Clause - 10D**

**Dismantled material IGIMS's Property :-** The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc as IGIMS's property and such materials shall be disposed off to the best advantage of IGIMS according to the instructions in writing issued by the Engineer-in-Charge.

**Clause – 11**

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 workmanlike manner both as regards materials and otherwise in every respect in strict accordance with BSR/ Latest CPWD Specifications with up to date correction slips . The contractor shall also confirm 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 as are not included in the standard specifications of BSR/CPWD specified in schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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 12 : ALTERATION IN SPECIFICATION, DESIGN & DRAWING**

12.1 The Engineer-in-Charge shall have power to make any alterations in, omissions from, additions to or substitutions for, the original specifications, drawings, designs and instructions that may appear to him to be necessary during the progress of the work, and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions, or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. Over and above this, a further period to the extent of 25 percent of such extension shall be allowed to the contractor. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order:

- i) The rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a nearest similar item of work as are specified in the contract for the work. In case of composite tenders where two or more schedule of quantities/ bill of quantities form part of the contract, the rates shall be derived from the nearest similar item in the schedule of quantities / bill of quantities of the particular part of work in which the deviation is involved failing that from the lowest of the nearest similar item in other schedule of quantity. The opinion of the Engineer-in-Charge as to whether or not the rate can be reasonably so derived from the item in this contract will be final and binding on the contractor.

- iii) If the altered, additional or substituted work includes any work for which no rate is specified in the contract for the work and which cannot be derived in the manner specified in sub para (i) and (ii) from the similar class of work in the contract then such work shall be carried out at the rates entered in the Schedule of Rates ( as mentioned in the Form of Tender for Civil/ Sanitary Works ) minus/plus the percentage which the tendered amount of scheduled items bears with the estimated amount of schedule items based on the Schedule of Rates ( as mentioned in the Form of Tender for Civil/ Sanitary Works ). The scheduled items mean the items appearing in the Schedule of Rates (as mentioned in the Form of Tender for Civil/ Sanitary Works) which shall be applicable in this clause. This clause will apply mutates mutandis to electrical work except that Electrical Schedule of Rates as mentioned in the Form of Tender will be considered in place of Civil/ Sanitary works Schedule of rates as mentioned in the Form of Tender.
  
- iv) DELETED
  
- v) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iv) above, then the contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer-in-Charge shall determine the rate or rates on the basis of prevailing market rates of the material, Labour, T&P etc. plus 15% (Fifteen percent) to cover the contractors supervision, overheads and profit and pay the contractor accordingly. The opinion of the Engineer-in-Charge as to the current market rates of materials and quantum of labour involved per unit of measurements will be final and binding on the contractor. However, the Engineer-in-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.
  
- vi) Except in case of items relating to foundations, provisions contained in sub-clause (i) to (v) above shall not apply to contract or substituted items as individually exceed the percentage set out in the tender documents (referred to herein below as 'deviation limit' which is 25% for this project) subject to the following restrictions.
  - a) The deviation limit referred to above is the net effect (algebraical sum) of all additions and deductions ordered.
  - b) In no case shall the additions/ deductions (arithmetical sum) exceed twice the deviation limit.
  - c) The deviations ordered on items of any individual trade included in the contract shall not exceed plus/ minus 50 percent of the value of that trade in the contract as a whole or half the deviation limit, whichever is less.
  - d) The value of additions of items of any individual trade not already included in the contract shall not exceed 20 percent of the deviation limit.

For the purpose of operation of clause 12.1 (vi), the following norms shall be treated as works relating to foundations:

- a) For buildings, compound walls, plinth level or 1.2 metres above ground level whichever is lower excluding items of flooring and D.P.C. but including base concrete below the floors.
- b) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs, the bed of floor level.
- c) For retaining walls where floor level is not determined, 1.2 metres above the average ground level or bed level.

- d) For roads all items of excavation and filling including treatment of sub-base and soling work.
- e) For water supply lines, sewer lines, under-ground storm water drains and similar works. All items of work below ground level except items of pipe work proper masonry work.
- f) For open storm water drains, all items of work except lining of drains.

NOTE: Individual trade means the trade section to which bill of quantities annexed to the agreement has been divided or in the absence of any such division the individual section of the BSR/C.P.W.D. (as the case may be) Scheduled of rates specified above, such as excavation and earthwork, Concrete, wood work and joinery, etc.

The rate of any such work except the items relating to foundations which is in excess of the deviation limit shall be determined in accordance with the provisions contained in Clause 12.2.

12.2 In the case of contract or substituted items or additional items which result in exceeding the limits laid down in sub-clause (vi) of Clause 69.1. except the items relating to foundation work, which the contractor is required to do under Clause 12.1 above the contractor shall within 7 days from the receipt of order, claim revision of the rate supported by proper analysis in respect of such items for quantities in excess of the above limit, not-with-standing the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub clause (ii) of Clause 12.1 and the Engineer-in-Charge may revise their rates, having regard to the prevailing market rate and the contractor shall be paid in accordance with the rates so fixed. The Engineer-in Charge shall, however, be at liberty to cancel his order to carry out such increased quantities of work by giving notice in writing to the contractor and arrange to carry it out in such manner as he may consider advisable. But, under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates of item falling under this Clause.

All the provisions of the proceeding paragraph shall equally apply to the decrease in the rates of items for quantities in excess of the deviation limit, not-with- standing the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub-clause (ii) of the proceeding Clause 12.1 and the Engineer-in-Charge may revise such rates having regard to the prevailing market rates.

### **Clause 13**

**Foreclosure of Contract due to Abandonment or Reduction in Scope of Work** :- If at any time after acceptance of the tender ,IGIMS shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the IGIMS 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, a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilised on the work to the full extent in view of the foreclosure:-

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

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

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

#### **Clause 14**

##### **Cancellation of Contract in full or part :-**

If contractor :-

- i). At any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the IGIMS ; or



- ii). Commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the IGIMS; or
- iii). Fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the IGIMS; or
- iv). shall offer or give or agree to give to any person in IGIMS 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 IGIMS; or
- v). Shall enter into a contract with IGIMS 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 Accepting Authority/ IGIMS ; or
- vi). Shall obtain a contract with IGIMS as a result of wrong tendering or other non- bonafide methods of competitive tendering; or
- vii). 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: or
- viii). Being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager ; or
- ix). Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- x). 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 Accepting Authority :

The Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to IGIMS, by a notice in writing to cancel the contract as a whole or only such items of work in default from the Contract.

The IGIMS shall on such cancellation by the Accepting Authority have powers to :

- a). take possession of the site and any materials, constructional plant, implements, stores etc., thereon; and/or
- b). carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part, the IGIMS shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by IGIMS. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by IGIMS in completing the works or part of the works or the excess loss or damages suffered or may be suffered by IGIMS as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to IGIMS in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days the IGIMS shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary buildings, etc and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to the IGIMS and unsold materials, constructional plant, etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by IGIMS of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

### **Clause - 15**

#### **Suspension of work**

- i). The contractor shall, on receipt of the order in writing of the IGIMS, (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 IGIMS may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons :

- a). On account of any default on the part of the contractor or
- b). for proper execution of the works or part thereof for reasons other than the default of the contractor or
- c). for safety of the works or part thereof

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

ii). If the suspension is ordered for reasons (b) and (c) in sub-para (I) above :

a). The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25% for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part and :

b). If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the IGIMS may consider reasonable in respect of salaries and/ or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details to the IGIMS within fifteen days of the expiry of the period of 30 days.

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

## **Clause 16**

Action in case work not done as per specifications :- All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the IGIMS, his authorised subordinates in charge of the work / architect and all the superior officers of the IGIMS and the Chief Technical examiner's

office, and the contractor shall, at all times, during the usual working hours and at all 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 authorised subordinates in charge of the work or to the Architect or the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within six months of the completion of the work from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own 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 IGIMS may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/ or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the IGIMS to be conveyed in writing in respect of the same will be final and binding on the contractor.

#### **Clause – 17**

**Contractor Liable for damages, defects during maintenance period** :- If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever of if any defect, shrinkage or other faults appear in the work within **Thirty six (36)** months (6 months in the case of any work other than road work costing Rs. 1,00,000/- and below) after a certificate final or otherwise its completion shall have been given by the IGIMS as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of Twenty four months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

#### **Clause 18**

Contractor to Supply Tools & Plants etc. :- The contractor shall provide at his own cost all materials, plant, tools, appliances, implements, 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 specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage there of 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 18A**

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

#### **Clause 18 B**

Ensuring Payment and Amenities to Workers if Contractor fails :- In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act and of the Contract Labour (Regulation and Abolition) Central/States Rules, IGIMS 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 the Rules framed by IGIMS from time to time for the protection of health and sanitary arrangements for workers employed by IGIMS Contractors, IGIMS 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 IGIMS under sub-section (2) of Section 20 and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, IGIMS 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 IGIMS to the contractor whether under this contract or otherwise IGIMS 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 IGIMS full security for all costs for which IGIMS might become liable in contesting such claim.

#### **Clause 19**

Labour Laws to be complied by the Contractor :- The contractor shall obtain a valid licence under the Contract Labour ( R & A) Act, and the Contract Labour (Regulation and Abolition) Central/States 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 Child Labour (prohibition and Regulation) Act.

The contractor shall also comply with the provisions of the building and other construction workers (Regulation of Employment & Conditions of Service) Act and the building and other Construction Welfare Cess Act. The Contractor shall also abide the provisions of Contract Labour (Regulations and Abolition) Act and the Contract Labour Regulation & Abolition Central/States Rules .

Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work. The Contractor shall also abide by the provisions of child labour (Prohibition and Regulations) Act,.

**CLAUSE 20 :** Minimum Wages Act to be complied with:

The Contractor shall comply with all the provision of the Minimum Wages Act, 1948, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought from time to time.

**CLAUSE 21 :** Work not to be sublet. Action in case of insolvency

The Contract shall not be assigned or sublet without the written approval of the IGIMS. 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 prerequisite 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 persons in the employ of IGIMS 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 IGIMS on behalf of the of the IGIMS shall have power to adopt any of the courses specified in Clause 3 hereof as he may deem best suited to the interest of the IGIMS and in the event of any of these courses being adopted the consequences specified in the said Clause 3 shall ensure.

**CLAUSE 22 :**

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

**CLAUSE 23 :** Changes in firm's constitution to be intimated

Where the Contractor is a partnership firm, the previous approval in writing, of the IGIMS 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 Contractors enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval, aforesaid,

is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken and the same consequences shall ensue as provided in the said Clause 21.

**CLAUSE 24 : Directions for execution of works.**

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

**CLAUSE 25 : Settlement of Disputes & Arbitration**

Except where other wise provided in the contract all questions and all disputes relating to the meaning of the specification, design, drawings and instructions here - in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be referred for adjudication through arbitration by a sole arbitrator appointed by the IGIMS of IGIMS or if there be no IGIMS of the IGIMS the administrative head of the said IGIMS 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 party 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 IGIMS of the IGIMS of the appeal.

It is also a term of this contract that no person other than a person appointed by such IGIMS of the IGIMS or the administrative head 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 120 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 IGIMS shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions 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 where the total amount of the claims by any party exceeds Rs.10, 00,000/- the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid 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 26**

### **Contractor to Indemnify IGIMS against patent Rights**

The Contractor shall fully indemnify and keep indemnified the of the IGIMS 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 of thereof included in the Contract. In the event of any claims made under or action brought against IGIMS in respect of any such matter 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 of the IGIMS if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer in Charge in this behalf.

### **CLAUSE 27 : Lump sum Provision in Tender**

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the Contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates, as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the Contractor with regard to any sum payable to him under the provisions of the clause.

### **CLAUSE 28 : Action Where no specifications are Specified.**

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

### **LAUSE 29 : With-holding and lien in respect of Sums due from Contractor**

(i) Whenever any claim, for payment of a sum of money arises out of or under the contract or against the contractor, the IGIMS 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 IGIMS 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 IGIMS shall be entitled to withhold and have 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 IGIMS 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 IGIMS will be kept withheld or retained as such by the IGIMS till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause where the contractor is a partnership firm or a limited company, the IGIMS shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company as the case may be, whether in his individual capacity or otherwise.

(ii)IGIMS shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for IGIMS 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 IGIMS to the contractor, without any interest thereon whatsoever.

Provided that the IGIMS 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 IGIMS on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer-in-Charge.

**CLAUSE 30 : Lien in respect of claims in other Contracts**

Any sum of money due and payable to the Contractor (including security deposit returnable to him) under this contract may be withheld or retained by way of lien by the IGIMS or any other contracting person or persons through Engineer-in-Charge against

any claim of the IGIMS or such other person or persons in respect of payment of a sum of money arising out of or under any other Contract made by the Contractor with the IGIMS or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the IGIMS will be kept withheld or retained as such by the IGIMS 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 31 : 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 condition that the water used by the contractor(s) shall be fit for construction purposes.

**CLAUSE 32: Alternate water arrangement**

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

**CLAUSE 33 : Return of Surplus materials**

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of IGIMS either by issue from IGIMS stocks or purchase made under orders or permits or licenses issued by IGIMS the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the IGIMS 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 IGIMS for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

**CLAUSE 34 : Plant & Machinery:**

The contractor shall arrange at his own expense all tools, plant, machinery and equipment.

**CLAUSE 35 : Condition relating to use of asphaltic materials**

- i) The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.
- ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the IGIMS. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specification and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material returned to the contractors. Although the materials are hypothecated to the IGIMS, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.
- iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

**CLAUSE 36 : Employment of Technical Staff and employees.**

**Contractors Superintendence, Supervision, Technical Staff & Employees**

- (i) The contractor shall provide all necessary superintendence during execution of the work and as 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 and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than as specified in schedule 'F':-

The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in

this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative. The principal technical representative and other technical representative(s) shall be present at the site of the work for supervision at all time (s) when any construction activity is in progress and also present himself/ themselves, as required by the Engineer in Charge and/ or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative (s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and/ other technical representative shall be actually available 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 and shall also note down instructions conveyed 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. Substitutes duly approved by Engineer in- in charge of the work in similar manner as aforesaid shall be provided in the events of absence of any of the representative by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is /are effectively appointed or/ is are effectively attending or fulfilling the provision of this clause, a recovery ( non refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the 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 representative and/ or other technical representatives 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 a suitable other technical representative (s) is/ are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experience 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 37 : Levy/Taxes payable by Contractor.**

- i) Sales Tax service tax, VAT, Octroi , purchase tax or turnover tax or any other tax on materials in respect of this contract shall be payable by the Contractor and IGIMS shall not entertain any claim whatsoever in this respect.
- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.
- iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the IGIMS 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 the IGIMS and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

**CLAUSE 38 :** Deleted

**CLAUSE 39 : Termination of Contract on death of contractor**

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

**CLAUSE 40 : If relation working in IGIMS then the contractor not allowed to tender**

The contractor shall not be permitted to tender for works in the IGIMS (responsible for award and execution of contracts) in which his near relative is posted as Accountant or as an officer in any capacity between the grades of the IGIMS of the IGIMS and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer in the IGIMS . Any breach of this condition by the Contractor would render him liable to be removed from the approved list of contractors of the IGIMS

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 41:** Deleted

**CLAUSE 42 : Recovery for less material used**

- (i) After the completion of the work, and also at any intermediate stage in the event of non reconciliation of cement, steel and bitumen brought consumed and in balance theoretical quantity of cement, steel and bitumen brought by the Contractor for use in the work shall be calculated on the basis and method given hereunder:-
- a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constant for the consumption of cement or bitumen are not available in the above mentioned schedules/ statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.
- b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chairs etc. plus 2% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.
- ii) Over this theoretical quantity of cement and bitumen shall be allowed a variation upto 2% minus. In the event of it being discovered that the quantity of cement and bitumen used is less than theoretical quantity minus authorized variation the cost of cement and bitumen not so used shall be recovered from the Contractor at the following rates:-
- (a) Cement – Rs .5799.85 /- (Rs. Six thousand only) per metric tonne.
- (b) Bitumen - Rs.20,000/- (Rs. Twenty thousand only) per metric tonne.
- (c) Steel - Rs 52447/- per Metric tone

The above provision shall apply Mutatis Muteness in the case of steel reinforcement or structural steel sections (each diameter/ section or category shall be considered separately except that the theoretical quantity of the steel shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge including authorized lappages plus 2% wastage due to cutting into pieces, Over this theoretical quantity 2% minus shall be allowed as the variation due to wastage using less. In the event of it being discovered that the quantity of steel used is less than the theoretical quantity minus authorized variation the cost of steel not so used shall be recovered from the Contractor at Rs.52447/- per metric tonne.

For non scheduled items, the decision of the Engineer-in-Charge regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

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

**CLAUSE 43: Compensation during warlike situations**

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

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

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

**CLAUSE 44 : Apprentices Act provisions to be complied with**

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

**CLAUSE 45: Release of Security deposit after labour clearance.**

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer in charge on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, or recorded till after 3 months after completion of the work and/ or no communication is received from

the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

## PROFORMA OF SCHEDULES

(Operative Schedules to be supplied separately to each intending tenderer)

### SCHEDULE 'A'

Schedule of quantities enclosed.

### SCHEDULE 'B'

Schedule of materials to be issued to the contractor

S.No	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5

No material shall be issued to the Contractor by the IGIMS

### SCHEDULE 'C'

Tools and plants to be hired to the contractor

S.No	Description	Hire charges per day	Place of issue
1	2	3	4

No tools & plants shall be hired to the Contractor by the IGIMS

### SCHEDULE 'D'

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

- Nil -



**SCHEDULE `E`**

Not applicable

**SCHEDULE `F`**

Reference to General Conditions of contract.

Name of work : Construction :

Remaining Work of Existing Structure Made By IPP-7 , Near State Health Society Building at IGIMS, Patna  
 Estimated cost of work :

(i) Earnest Money :  
 Group A: Rs.

(ii) Performance Guarantee                      5% of tendered value  
 (iii) Security deposit                                5% of tendered value

<b>Definitions :</b>	General Rules & Directions Officer inviting tender	Director, IGIMS
2(v)	Engineer-in-Charge	The Engineer designated by IGIMS / Supervising agency who shall supervise and be In-charge of the work.
2(viii)	Accepting Authority	IGIMS
2(x)	Percentage on cost of materials And labour to cover all overheads and profits	15%
2(xi)	Standard Schedule of Rates	Bihar Schedule of rates up to date correction slips issued up to the date of receipt of tenders /DSR2013 and Non schedule rate

2(xii)	Department	IGIMS
<b>Clause 1</b>	(i) Time allowed for submission of performance guarantee from the date of issue of	15 days
<b>Clause 2</b>	(ii) letter of acceptance, in days	10 days  Director ,IGIMS  Group A: 9 months  21 days  Director, IGIMS  Group A: 25 Lac
<b>Clause 5</b>	(iii) Maximum allowable extension beyond the period provided in (i) above in days Authority for fixing compensation under clause 2	
	(i) Time allowed for execution of work.	
	(ii) Mobilization time to start the work from the date of issue of LOI	
	Authority to give fair and reasonable extension of time for completion of work	
<b>Clause 7</b>	Gross work to be done together with net payment/ adjustment of advances for material of collected, if any, since the last such payment for being eligible to interim payment.	
<b>Clause 11</b>	Specifications to be followed for execution of work	(i).BSR/Latest CPWD Specifications with up to date correction slips for all works.
<b>Clause 16</b>	Competent Authority for deciding reduced rates	Engineer I/C, IGIMS

**RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION**

Sl. No			
.	Cement	Rs. 5799.85 per metric tonne.	

	Steel	Rs.52,447 per metric tonne	
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## **Mile Stones for Group A & Group B**

**The following mile stones shall be strictly adhered to failing which LD shall be levied.**

**Mile Stone as per Table given below:**

SN	Description of Mile stone (Financial Progress)	Time allowed (from date of start)	Amount to be with held in case of Non achievement of mile stone
1	1/8 th (of whole work)	1/4 th (of whole work)	In the event of not achieving The necessary progress as assessed from the running payments,1% of the tendered value of work will be with hold for failure of each Mile stone.
2	3/8 th (of whole work)	1/2 th (of whole work)	
3	3 / 4 th (of whole work)	3/4 <sup>th</sup> (of whole work)	
4	Full	Full	

In case the next milestone is achieved, the amount withheld for previous milestone can be released. This amount will be released after completion of work if the final completion targets are achieved. However, if levy of compensation is imposed the amount so withheld shall be adjustable against compensation to the extent is available as above.

In case the next milestone is achieved, the amount withheld for previous milestone can be released. This amount will be released after completion of work if the final completion targets are achieved. However, if levy of compensation is imposed the amount so withheld shall be adjustable against compensation to the extent is available as above.

### **Special Conditions For Contract.**

#### **INTRODUCTION**

IGIMS an autonomous institution, intends to develop a green field Medical College at IGIMS Campus at Patna. This State-of-art campus will provide healthcare facilities and medical education to all. The

campus shall comprise of Hospital, Medical college, Boys hostel complex and staff residences along with other amenities.

The following clauses of Special Conditions of Contract (SCC) shall be applicable for this contract:

These Special Conditions of Contract shall be read in conjunction with General Conditions of Contract, Instructions to Tenderers (ITT), Notice Inviting Tenders (NIT), Bill of Quantities (BOQ), Tender Drawings and Technical Specifications & Other Tender Documents.

### **SET OF CONTRACT DOCUMENTS**

The following documents will complete a set of tender documents:

#### **Volume-I**

Notice Inviting Tender (NIT), ITT, General Conditions of Contract (GCC) including correction slips & errata, Special Conditions of Contract (SCC)

#### **Volume-II**

Technical Specifications & List of Approved Make

#### **Volume – III**

Bill of Quantities ( Price Bid)

#### **Volume – IV**

Tender Drawings

1. The tenderer shall acquaint him with the proposed site of work, its sub soil strata, underground water table and its approach roads before quoting his rates. The construction of new approach road or repair of the existing approach and its maintenance during the execution of the work shall all be carried out by the tenderer and nothing extra shall be payable over his quoted rates.
2. If for any reasons, any part of the site is not available temporarily for some time for part of the work under the contract, the agreed construction schedule shall be suitably modified and contractor shall diligently divert his men and materials to utilize them appropriately, profitably and no claim of damages whatsoever shall be entertained on this account. However, the contractor shall be allowed extension of time for completing the work as deemed fit by the competent authority. The contractor shall not be entitled to any compensation for any loss suffered by him and revision in the rates quoted by him.
3. The contractor shall make his own arrangement for obtaining electric connection required for execution of work and make necessary payments directly to the concerned departments and nothing extra shall be payable on this account.

- The contractor shall make his own arrangement for water suitable for construction work as well as drinking and other purpose for the labour engaged by him for the execution of the work.
4. The water for construction work shall be got tested quarterly from the laboratory approved by the Engineer-in-charge to ensure its suitability for construction. The charges for these tests and related arrangements shall be borne by the Contractor. In the event of water found unsuitable for construction, the contractor shall make alternative arrangement for suitable water from any other source to the satisfaction of the Engineer-in-charge.
  5. The contractor shall provide, at his own cost instruments for surveying, weighing and measuring purpose at the site of work as may be necessary for execution of the work.
  6. The contractor shall construct a sample unit complete in all respect as per the directions of the Engineer-in-charge/ Architect. This sample unit shall be got approved from the Engineer-in-charge/ Architect before commencing the mass work of plastering, flooring, finishing and fixing the fixtures without any extra cost and nothing extra shall be payable on this account.
  7. The contractor shall take care of all safety precautions pertaining to construction of work, such as excavation, trenching, demolition, provision of scaffolding, ladder, working platforms, gangways, mixing asphaltic materials, electric arc/ gas welding, use of hoist and construction machinery. He shall be governed by relevant provisions of safety code and as directed by the Engineer-in-charge and nothing extra shall be payable on this account.
  8. On account of security consideration, some restrictions may be imposed by the security staff on the working and/ movement of men and materials etc. The contractor shall be bound to follow all such restrictions/ instructions and he shall organise his work accordingly. No claim on this account, whatsoever, shall be payable.
  9. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to existing/ new work due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work.
  10. The contractor shall be responsible for the watch and ward of the building safety of all fittings and fixtures including sanitary and water supply fittings and fixtures against pilferage and breakage during the period of installation and thereafter till the building is physically handed over to the department.
  11. The contractor shall take all preventive measures against any damage caused by rain, snowfall, floods or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the Owners property and to the work for which the payment has been advanced to him under the contract. However, the contractor shall maintain an 'All risk policy' from any unit of General Insurance Co., for the amount at least equal to the payment received against the work done, at his own cost. This will also cover the defect liability period. This

shall be favoring the IGIMS,. Nothing extra on this account shall be payable to the contractor for maintaining such Insurance Policy.

12. The work will be carried out in the manner complying, in all respects, with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra shall be paid on this account.
13. The work of water supply, internal sanitary installations and drainage work etc. shall be carried out as per local Municipal Corporation or such local body bye-laws and the contractor shall produce necessary completion certificates, wherever required, from such authorities after completion of work.
14. Water tanks, taps, pipes, fittings and accessories shall conform to bye-laws and specifications of the Municipal body/ corporation. The contractor should engage licensed plumbers for the work and get the materials, (fixtures and fittings) tested by the Municipal Authorities, wherever required, at his own cost and nothing extra shall be payable.
15. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.
16. The contractor shall give due notices to Municipal, Police and/ or other authorities that may be required under the law/ rules under force in the area and obtain all requisite licenses for temporary obstructions / enclosures and pay all charges which may be livable on account of his execution of work under the agreement. Nothing extra shall be payable on this account.
17. All materials to be incorporated in the work shall be arranged by the contractor and shall be in accordance with the specifications laid down.
18. The tenderer shall use materials bearing ISI Certification Mark unless otherwise specified or allowed in writing by the Engineer-in-Charge. Any material banned by the department shall not be used in the work.
19. The contractor shall submit to the Engineer-in-charge samples of all materials for approval. Such samples of materials which affect aesthetics of the work shall also be got approved from the Engineer-in-charge/ Architect of the project before procuring bulk supplies. These approved samples shall be preserved and retained in the custody of the Engineer-in-charge as standards of materials till the completion of the work. The cost of such samples shall be borne by the Contractor and nothing shall be payable on this account over the Agreement rates.

20. The contractor shall be required to get all the necessary mandatory and other tests as per the specifications/ IS codes, carried out on materials/ work from an approved laboratory as per the direction of the Engineer-in-charge. The testing charges and conveyance from the site shall be borne by the contractor.
21. In case any material / work is found sub-standard the same shall be rejected by the Engineer-in-charge/ Architect and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Engineer-in-charge at the risk and cost of the contractor without giving any further notice and time.
22. The treads and risers in staircase shall be in single piece stone only, unless otherwise shown on the drawings.
23. In order to ensure quality of work during its execution, the Engineer-in-charge/ Architect may require samples for mandatory or routine testing of materials. All costs of these samples, their packaging, conveyance from the site to the testing laboratory and return, shall be borne by the contractor.
24. Even ISI marked materials may be subjected to quality test at the discretion of the Engineer-in-charge. Whenever ISI marked materials are brought to the site of work the contractor shall, if required by the Engineer-in-charge, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the materials procured by the contractor, satisfy the provisions of relevant ISI codes. The testing charges shall be borne by the contractor. However cement/ steel will be necessarily tested before start of work and also during the execution of work as per the requirements of specifications, and will not be used till test certificates are obtained and approved by Engineer-in-Charge.
25. Cement bags shall be stored in separate godowns to be constructed by contractor at his own cost as per sketch approved by Engineer-in-charge with weatherproof roofs and walls. Each godown shall be provided with a single door with double lock arrangement. The keys of one lock shall always remain with authorised representative of Engineer-in-charge of work and that of the other lock with the authorised agent of the contractor at site of work so that the cement from the godown is removed according to daily requirement with the knowledge of both the parties and proper account of issue of cement is maintained in the prescribed proforma.
26. The cement godown of the capacity to store a minimum of 25000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-charge at any time.

27. The actual issue and consumption of cement on work shall be regulated and proper accounts maintained. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.
28. The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking at any time as and when desired by the Engineer-in-charge.
29. The actual issue and consumption of steel on work site shall be calculated and proper accounts maintained. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein.
30. The work shall be executed and measured in metric system. The metric dimensions given in the schedule of quantities and drawing etc. shall be followed. (The dimension in FPS units wherever indicated, are for guidance only). The figures in the drawings shall be followed.
31. For measurement purpose the floor level shall mean the top surface of main structural RCC slabs of that floor and not the top of sunken floor of toilets or any other depressed floor.
32. In respect of projected balconies or slabs at any level, RCC work and related centering shuttering shall be measured under the normal RCC/ Shuttering work at that level.
33. The contractor shall be responsible for completing the work and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified. The contractor shall quote his rates for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item and the specifications indicated in the tender documents.
34. Subject to the nomenclature of the item as per schedule of quantities, the specification indicated in the tender documents, the rates shall include cost of all materials including royalty and taxes if any, labour, sundry inputs, execution of work at all heights, levels, pattern and design for all leads, lifts and depths including overhead charges and contractor's profit. Nothing extra shall be paid on this account..The cost of unloading cement and steel from the trucks & its carriage to store/site of work shall be born by the contractor. In case cement is supplied by IGIMS and in bags the empty bags shall be the property of the contractor for which nothing shall be charged from the contractor.



35. The rate shall be inclusive of making design, pattern and execution of work as per Architectural and structural drawings, at all levels and heights.
36. The rates shall be inclusive of making any holes in walls/ RCC work for fixing any fixture/ frame work and making good the structure to its original shape and finish.
37. The rate of items of flooring shall be inclusive of work for sunken or depressed floors.
38. The rate shall be inclusive of working under water and adverse or foul conditions and including pumping out or bailing out water, unless otherwise specified in the nomenclature. This will include water encountered from any source such as rains, floods and any other cause whatsoever and including sub-soil water.
39. Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary co-ordination for un-hindered completion of these sub-works
40. The contractor shall leave necessary holes, openings etc as may be directed by the Engineer-in-charge for laying, burying or fixing, conduits, pipes, boxes, hooks, fans etc. Conduits for electrical wiring/ cables will be laid in a way that they leave enough space for concreting and do not adversely affect structural members.
41. The contractor shall give a satisfactory performance test of installations individually and as a whole to ensure their proper functioning before the work is finally declared completed and accepted.
42. The contractor shall continue to maintain watch and ward to safeguard the Owner's property in his possession until the same is formally handed over as per directions of the Engineer-in-charge. Nothing extra over agreement rates shall be paid on this account.
43. All tools, plants and measuring or weighing equipment shall be arranged by the contractor himself and nothing extra shall be paid to the contractor on this account.
44. The quantities of various items incorporated in the tender are approximate. However, the payments shall be made to the contractors on the basis of actual measurements taken at site.
45. The contractor shall protect the adjoining buildings or works and the work under execution from fire and shall make adequate arrangements for fire protection and fire fighting and if any property is damaged, by fire due to the negligence of the contractor,

- the same shall be made good by the contractor at his own cost, to the entire satisfaction of Engineer-in-charge.
46. The contractor shall provide adequate lighting arrangements as approved by the Engineer-in-charge for carrying out the work during night time, if so required and also provide all other facilities for the labour employed to carryout the work as per direction of Engineer-in-Charge.
  47. In order to achieve the targeted date of completion the contractor may have to work in multiple shifts, round the clock including public and gazetted holidays and nothing extra shall be paid on this account.
  48. The contractor shall get the samples of all the materials to be used, in the work approved from Engineer-in-Charge / Architect before going for bulk procurement. Bulk procurement shall be taken up only after obtaining approval from the Architect/ Engineer-in-charge. Any delay in getting the samples approved shall be contractor's responsibility.
  49. All materials, articles and workmanship shall be of respective best quality and kind for the class described in the schedule of quantities and specifications. All materials, so used in different items of work shall be subject to the approval of the Engineer-in-charge / Architect.
  50. The contractor shall be responsible for all statutory provisions and deductions towards ESI, PF or any other, as the case may be or any other levies and taxes shall be borne by the contractor. The TDS and Contract Tax or any other statutory levies/ taxes incorporated from time to time shall be deducted progressively from the running account bills, as applicable at the time of payment. No claim in this regard shall be entertained.
  51. The contractor is supposed to abide the minimum wages act, and shall produce all records to the Engineer-in-charge or any other statutory authority as and when called for. The Engineer-in-Charge does not hold any responsibility, on account of any lapses in this regard.
  52. For any clarification/ doubt, the IGIMS may organize regular meetings with Contractor & Architect. The contractor shall attend such meetings invariably as and when required.
  61. In respect of the work of other agencies, where the commencement or progress of such work of any other agency is dependent upon the completion of particular portions of the contractor's work or generally upon the contractor maintaining progress in

accordance with the approved coordinated construction programme, it shall be the responsibility of the Contractor to complete such portions and maintain such progress.

Should any difference arise between the contractor and the other agencies, these shall immediately be brought to the attention of the Engineer-in-Charge who after reviewing the matters causing the differences will give their decision which shall be final and binding on the contractor.

62. The contractor shall have to do all drilling of holes and cutting of walls, chases or other elements of the building for the complete and proper installation of the pipe lines/ ducts and other equipments by using electrically operated tools such as drills/ chase cutting machine etc. Manual drilling or chiseling or cutting shall be permitted on special request only.

No chiseling or cutting or drilling of RCC columns, beams, girders and other principal structural members shall be done unless prior permission has been granted by the Engineer-in charge in writing.

63. All chases and openings made by the contractor for his pipe lines shall be filled/ covered over with cement plaster in reasonable manner. Before rough plastering on the pipe surfaces the concealed pipes shall be secured to the wall by using proper supports/ clamps.

64. The contractor shall prepare and produce instruction, operation and maintenance manuals in English for the use, operation and the maintenance of the supplied equipment and installations, and submit to the Engineer-in-Charge in (5) copies at the time of handing over. The manual shall generally consist of the following:

- a). Description of the project
- b). Operating instructions
- c). Maintenance instructions including procedures for preventive maintenance
- d). Manufacturers catalogues
- e). Spare parts list
- f). Trouble shooting charts
- g). Drawings
- h). Type and routine test certificates of major items.

i). One (1) set of reproducible 'as built' drawings on polyester film.

65. The Contractor shall employ competent fully licensed/ qualified, plumber for the work of PLUMBING/ SANITARY installations in accordance with the drawings and specifications.

The licensed plumber shall be available at all times at site to receive instructions from the Engineer-in-Charge in the day to day activities throughout the duration of execution of plumbing/ sanitary work.

66. On completion of the PLUMBING/ SANITARY installation a certificate shall be furnished by the contractor countersigned by the licensed plumber, under whose direct supervision the installation was carried out. This certificate shall be in the form as required by the Engineer-in-charge.

67. The contractor shall be provided adequate area for construction of storage/ office space for his use. The space has to be maintained/ constructed by the contractor as per his usage requirements.

All spaces allotted to the contractor, as described above shall be vacated and all structures removed from site at any time as and when required and directed by the Engineer-in-charge, unconditionally and without any reservation. The Engineer-in-charge will not be obliged to give any reason for such removal. Upon receiving instructions to vacate the space, the contractor shall immediately remove all his structures, materials, etc. from the sources and clear and clean-up the site to the satisfaction of the Engineer-in-charge.

It shall be the responsibility of the Contractor to safeguard the site and ensure that no illegal encroachments are made by outside elements within the area allotted to the contractor. Upon completion of the work or earlier as required by Engineer-in-Charge, the contractor shall vacate the land totally without any reservation.

68. The contractor will arrange to erect, at his own cost, barbed wire or other appropriate fence around the infrastructure site, with entry/ exit gates at suitable points. The contractor shall, at his own cost, provide and erect suitable fencing around the spaces allotted to him at the infrastructure sites to ensure the security of his men, materials and equipment within the sites and in relation to other contractors who will also be allotted spaces at above sites.

The security of workmen, materials, equipment stores etc, within the area allotted to the contractor shall be the responsibility of the contractor.

69. The contractor has to get executed the works from specialized agencies for the specialized nature of works such as aluminum works, wood works, false ceiling works, flooring works, finishing items, Horticulture, electrical works, Fire fighting works , Interior work , Laundry , CSSD , Kitchen equipments and any other specified work as

decided by Engineer In charge. The contractor has to obtain the approval from Engineer In charge for execution of specified nature of work.

70. In case of basements, the plinth level shall be the level of the top of RCC roof slab of basement irrespective of its height from ground level. All related items below the top of basement slab under the subhead RCC, Brick work & other sub heads shall be measured and paid for accordingly.
- 71 The rate for Centering and shuttering shall be for all heights and levels. Nothing extra shall be paid for additional height of centering & shuttering wherever required with adequate bracing, propping etc. including its de-shuttering and de-centering at all levels even if the floor height is over 3.5M.
- 72 Nothing extra shall be paid for the additional thickness of cement mortar bed wherever required over and above thickness mentioned in the nomenclature of various items of flooring for providing the slope and / or matching the floor levels of various type of floor finishes like ceramic/ vitrified tiles/ Kota /marble/Granite /Perquet /wooden and cement concrete flooring etc.
- 73 The face of gang saw cut (diamond cut) white sand stone( Dholpur Stone) in contact with bed of cement mortar used for the items of wall lining etc. (veneering work) shall be roughened adequately to have proper bonding with backing and nothing extra shall be paid for the same.
- 74 The Contractor, at his own cost, shall obtain NOC from CFO & completion certificate of the building from the local body for occupation of the building. The Architect and Owner will render all assistance. Similarly, the Contractor, at his own cost, shall be responsible for getting the water and sewer connection sanctioned from the concerned Local Authority. For obtaining the above completions/ clearances/ connections, the contractor shall collect necessary drawings/ documents/ load calculations from the architect/ owner and submit the same to the concerned authorities along with prescribed receipted fee ( which shall be paid by the Owner or reimbursed to contractor by the Owner) and do all running about/ persuasion for issue of the completion certificate / clearances/ connections at the earliest. The security deposit of the contractor shall be released only after the completions/ clearances/ connection as above are obtained or the period prescribed for release of Security Deposit in the tender documents which ever is later.
- 75 **SITE VISIT AND COLLECTING LOCAL INFORMATION**  
Before tendering, the tenderer is advised to visit the site, its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach roads to the site, availability of water & power supply, application of taxes, duties and levies as applicable, nature of ground, soil and sub-soil condition, underground water table level, accommodations they may require etc., river regime, river water levels, other details of river, streams & any other relevant information required by them to execute complete scope of work. The tenderer may obtain all necessary information as to risks, weather conditions, contingencies & General Conditions of Contract other circumstances (insurgencies etc.) which may influence or affect their tender prices. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by the IGIMS at a later date.

- 76 If required, the contractor has to do site clearance, enabling work, barricading, diversion of Roads, shifting/ realignment of existing utility services, drains, nallahs etc. at his own cost as per direction of Engineer-in-charge and the contractor shall not be entitled for any extra payment whatsoever in this regard.
- 77 Necessary arrangement including its maintenance is to be made by the contractor for temporary diversion of flow of existing drain and road, as the case may be. The existing drain, road would be demolished, wherever required, with the progress of work under the scope of proposed project. The existing Road and Drain which are not in the alignment of the said project but are affected and/ or need to demolished during execution for smooth progress of the project, shall be rehabilitated to its original status and condition (including black topping) by the contractor at his own. The cost to be incurred by contractor in these regards shall be deemed to be included in the quoted rates of the Bill of Quantities items and contractor shall not be entitled for any extra payment whatsoever, in these regards.
- 78 The Contractor shall be responsible to co-ordinate with service provider/ concerned authorities for cutting of trees, shifting of utilities and removal of encroachments etc. and making the site unencumbered from the project construction area required for completion of work. This shall include initial and frequent follow up meetings/ actions/ discussions with each involved service provider/ concerned authorities. The contractor shall not be entitled for any additional compensation for delay in cutting of trees, shifting of utilities and removal of encroachments by the service provider/ concerned authorities.
- 79 The work in general shall be carried out as per the latest BSR Schedule / CPWD specifications with up to date correction slips, unless otherwise specified in the nomenclature of the individual item or as per specifications provided with this tender. In case any item is not covered in any of these documents, the same shall be carried out as per the latest BIS Code in practice or as per approval of Engineer in Charge.

## **80 SITE DOCUMENTS**

The following site documents shall mainly be maintained by the contractor at site:

- Copy of contract documents and drawings.
- Computerized bill format.
- Site Order Book.
- Material testing registers/ Quality Inspection Reports.
- Measurement books on computerized format.
- Progress bar chart.
- Sample approval register.
- Visitors register.
- Any other detail and specific requirement as deemed necessary.
- Hindrance Register
- Work Diary,
- Stage passing Register

In case the above are not provided at site within 10 days of placement of LOI, IGIMS shall provide the same and necessary expenditure shall be deducted from the bills for documents.

81 Manufacturer's Warranties: The Contractor shall:

- a) Ensure that all the manufacturer's warranties are made available to the Employer/IGIMS / Local Bodies/Owner and the legal documentation between the Contractor and the Supplier must have a transparent pass through of the warranty benefits to the Local Bodies/ Owner/ IGIMS as the user/maintenance Body of the Asset for the entire duration of each available warranty.
- b) warranty that the material is new and free from all defects and faults in workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings.
- c) The contractor shall be responsible for any defects that may develop under proper use but arising from faulty materials, design or workmanship and shall remedy such defects at its own cost, or get them remedied from the supplier, when called upon to do so by the Local Bodies/IGIMS/Owner, who shall state in writing in what respect the material is faulty. **This warranty shall survive inspection and acceptance of material but shall expire **twenty four months** after the issue of Performance Certificate, except in respect of complaints notified prior to such date.**
- d) If it becomes necessary for the Contractor, or on its behalf by the supplier, to replace or renew any defective portion/portions of the material/equipment supplied in the work, the provisions above would also apply to the portion/portions of materials so replaced or renewed until the end of the aforesaid period of twenty four months, whichever may be later. If any defect is not remedied within a reasonable time, the Employer/IGIMS/ the Local Bodies/Owner may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights which the Employer may have against the Contractor in respect of such defects. However, for such components, which require immediate replacement, IGIMS/the Local Bodies/State Government/Central Government or the Employer shall take action and the Contractor shall be required to reimburse the cost.

**82 Witnessing of Tests by the Engineer-in-Charge:** The Contractor shall make under the direction and in the presence of Engineer-in-charge, such tests and inspections as have been specified or as the engineer-in-charge shall consider necessary to determine whether or not the full intent of requirements of the specifications and the other related contract documents have been fulfilled. In case the work does not meet the full intent of the specifications and the other related contract documents it shall be rectified by the Contractor at no extra cost and the Contractor shall bear all the expenses for any further tests considered necessary.

**83 Inspection of materials & Equipments:-** The Contractor before supplying of any materials/ equipment shall give a inspection notice well in advance for inspection & testing of the same at the manufacturing units/ shop. The expenditure on account of TA/ DA of inspecting officials of IGIMS & Representatives of Ministry & Consultants for the inspection of the said items shall be borne by the contractor. However, inspection report issued by the inspecting officials IGIMS does not

waiver of quality /performance of equipment & due quality/performance & successful commissioning of equipment is the responsibility of contractor.

84 The final bill will be submitted by the Contractor within 90 days from the date of acceptance of completion of work accompanied by the following documents:-

- Completion certificate issued by the Engineer In-Charge / Local Bodies/State Government/Central Government/ Owner specifying the handing over of the work.
- Computerized Measurement Books.
- No claim certificate by the Contractor.
- 'As built' drawings.
- Periodical services and measurement books.
- Road Register.
- Plant Record books.
- History Sheet of Machines.
- Drawings for lay out of underground cables and details showing location of sluice valve etc.
- All operation and maintenance manuals.
- All statutory approval from various state / central Govt. / local bodies /Owner if required for completion & handover of work.
- All test certificates of manufacturers and test conducted at site as well as outside agencies.

97 During post construction phase the contractor shall be responsible for carrying out the following activities but not limited to the following:

- i) Rectification of the defects promptly as pointed out by Engineer In-Charge /Owner's representative(s) during the defects liability period.
- ii) Preparation & submission of "As Built Drawings", Road register, Plant record book, History sheet of machines, drawings for layout of underground cables, pipelines showing locations of sluice valves etc. The formats in respect of above documents shall be got arranged by Engineer In-Charge from the Local Bodies/State Government/Central Government/ Owner.
- iii) Submission of all operation & maintenance manuals.

Submission of "FINAL REPORT" of the completed project containing all technical & other related details

98 . **HANDING OVER OF PROJECT: The contractor within 15 days from virtual completion of Project including services shall prepare a list of all inventory i/c fitting & fixture and submit to Engineer In-Charge and the contractor shall be liable to maintain the building up to defect liabilities period. If the project is not taken over by the Local Bodies/ Engineer In-Charge / Owner due to any reason the contractor shall provide necessary watch & ward at his own cost till the project is handed over to the Local Bodies/ Engineer In-Charge / Owner.**

99. The contractor may have to carry out work under water/liquid or slush as per bill of quantities and rate quoted by him shall be deemed to be included pumping out water or Dewatering etc. Also proper disposal of concrete spoil Malba/Solid Waste shall be responsibility of the contractor.

100 Along with monthly computerized running bill / final bill, the contractor shall submit a monthly progress report showing various details, photographs of works etc as per direction of the



Engineer-in-charge in four hard copies and six soft copies. The contractor shall also submit video-grapy of the site showing progress of work monthly. Please note that the running / final bill payment shall only be released after submission as aforesaid.

- 101** Tender drawings enclosed with the tender documents are indicative. However, the work shall be executed based on the good for construction drawings issued at site from time to time and nothing extra shall be paid on this account.

**102 MINOR DETAILS OF CONSTRUCTION:**

The rates quoted by the Contractor shall be deemed to cover for all the minor details / requirement of construction which may not have been specifically shown on the drawings or given in particular specifications, BOQ, but are required as per established engineering practice.

**103 DISCREPANCY IN DRAWINGS:**

The Contractor shall be responsible to ensure correlation in Structural drawings Architectural Drawings and Bill of Quantities, before quoting for the work and also before commencement and execution of work. In case of discrepancy, the Contractor shall bring it to the notice of the Engineer-in-Charge for clarifications within 28 days of the issue of Letter of Acceptance. In the event of such discrepancy arising during the course of the work for which drawings are given after the date of issue of Letter of Acceptance, the Contractor shall seek clarifications within 14 days of receipt of such drawings. The Contractor shall take into consideration such contingencies in the completion schedule the programme of work is finalized and the Contractor shall not be eligible for any extension of time for such occurrences. The decision of the Engineer-in-Charge shall be final and binding in this case. The bidder is also advised to visit the site and seek clarifications before submitting his bid.

**104 DOCUMENTS FOR SUPPLY ITEMS**

For supply items in BOQ the Supplier shall submit the following documents to Engineer-in-Charge

- a) Warranty Cards.
- b) Manufacturer's test certificate.
- c) Any other test certificate from an external laboratory to determine the Technical Specification.
- d) Catalogues
- e) Pollution Control Certificate.
- f) Documents required for registration of vehicle with the local transport Authority and other inter state movement of vehicle.
- g) List of recommended spares with specification and costs thereof.
- h) Operation & Maintenance manuals.

**105 SURVEYOR**

Contractor shall provide a team of skilled Surveyors for marking layout of buildings and making permanent survey pillars/burgies for individual buildings at the beginning of the work, which shall be preserved till completion of the Project. One theodolite and sufficient nos. of levelling machines shall be made available at site till completion for day to day work.

106 Some of the common safety rules to be followed during working are as follows :-

- No body is allowed to enter at construction site without Safety Shoe.
- Never enter work area without Safety helmet & chin strap in place.
- No climbing/working allowed without proper safety belt above 2 m. height.
- Do not exceed the speed limit 25 Kmph within premises.
- No debris obstacles allowed on the roads & passages.
- Do not walk on pipelines or false ceiling.
- Maintain good Housekeeping at work site.
- No photography/ Videography allowed without permission
- All Site supervisors & engineers (including subcontractor's) must be imparted structured training on construction safety before start of the job & record to be maintained.
- Availability of qualified & trained Site Engineer at site during all working hours.
- Site Safety training to be imparted to all workers & plan to be made to cover every worker.
- Tools box talk (5-15 minutes) by supervisor prior to commencement of any job.
- All accident / incidents(Near Miss) to be reported & investigated.(formats & procedure should be finalised)
- Daily Safety Checking by Each Site Engineer along with Safety engineer.
- Weekly co-ordination meeting of all Safety engineers with IGIMS safety officer.
- Monthly safety meeting with Site In-charges.
- All Safety equipment must be ISI marked & checked by Safety officer before use.
- Tag system for erection & use of scaffoldings.
- Bamboo/wooden Scaffolding material not allowed.
- LPG cylinders not allowed for gas cutting.
- Good Housekeeping. Separate waste bins to be used for flammable & non flammable material.
- Safety awareness programs for workers by display of boards, posters, competitions, talks etc.
- Deployment of Safety Supervisors for every 250 workers and part thereof at work site.
- Display of List of First Aid trained persons.
- Testing certificates for lifting tools & tackle.
- Provision & maintenance of fire extinguishers at construction site & material stores.
- Display of emergency telephone numbers at various locations.
- For work in confined space use 24 V lamp fitting & use tools with air motors or electric tools with max. 24 V.
- For confined space entry Gas test must be done before & at regular intervals.
- Checking & tag of equipment like grinding machine, welding machine, gas cutting set etc. by supervisors before use.

107 **Contractor shall ensure following:**

1. Contractor has to maintain contact with local hospital having scanning & other ultra modern medical facilities required during emergency including Ambulance.
2. Contractor has to ensure pre employment medical check for all staff & workers.

3. Contractor has to ensure that adequate First Aid facilities with trained nurse & ambulance are available at work site for emergency purpose. This emergency set-up should include, but not limited to, following Male nurse (in shifts)
- Oxygen set up
  - Breathing apparatus
  - Eye wash facility
  - Stretcher
  - Trauma blanket
  - Medicines.
- 108 Any rates of items in Boq & conditions either in GCC or in SCC appeared more than one location decision of Engineer In-Charge on those rates / conditions final and binding on Contractors.
- 109 The scope of work covered in this tender shall be as per the Bill of Quantities, specifications, drawings, instructions, orders issued to the contractor from time to time during the pendency of work. The drawings for this work, which may be referred for tendering, provide general idea only about the work to be performed under the scope of this contract. These may not be the final drawings and may not indicate the full range of the work under the scope of this contract. The work will be Executed according to the drawings to be released as **“GOOD FOR CONSTRUCTION”** from time to time by the Engineer-in-charge and according to any additions/ modifications/ alterations/ deletions made from time to time, as required by any other drawings that would be issued to the contractor progressively during execution of work. It shall be the responsibility of the contractor to incorporate the changes that may be in this scope of work, envisaged at the time of tendering and as actually required to be executed.
- 110 The quantities of various items as entered in the “BILL OF QUANTITIES” are indicative only and may vary depending upon the actual requirement. The contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items specified in the bill of quantities. The variation of quantities will be governed as per clause of contract.
111. The contractor shall prepare and submit shop drawings for HVAC, Fire Fighting & Fire Alarm, Structural Steel work, Aluminium Work, Structural Glazing , Electrical Work ,CSSD ,Laundry, Plumbing etc(or as directed by Engineer In charge), to Engineer In charge for approval before execution of work.
112. The contractor shall prepare and submit Bar Bending Schedule to Engineer In charge based on Good for Construction Structural Drawings for approval before execution of work.

**Proforma - `A`**

**GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS  
AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS**

The agreement made this..... day of ..... two thousand  
..... and ..... between  
.....

son of ..... (hereinafter called Guarantor of the one part)  
and IGIMS(Hereinafter called the IGIMS of the other part).

WHEREAS THIS agreement is supplementary to a contract (hereinafter called the Contract) dated ..... and made between the GUARANTOR OF THE ONE PART AND the IGIMS of the other part, whereby the contractor inter alia, undertook to render the building and structure in the said contract rectified completely water and leakproof.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leakproof for ten years to be reckoned from the date after the maintenance period prescribed in the contract is over.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leakproof and the minimum life of such water proofing treatment shall be 10 years to be reckoned from the date after the maintenance period prescribed in the contract is over.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse or alterations :-

- (a). The decision of the IGIMS with regard to cause of leakage shall be final.

During this period of guarantee the guarantor shall make good all defects to the satisfaction of the IGIMS at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from IGIMS calling upon him to rectify the defects failing which the work shall be got done by the IGIMS by some other contractor at the GUARANTOR'S cost and risk. The decision of the IGIMS as to the cost, payable by the Guarantor shall be final and binding.

That, if guarantor fails to make good all the defects or commits breach there under then the guarantor will indemnify the IGIMS and his successors against all loss, damage, cost expenses or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement . As to the amount of loss and/ or damage and/or cost incurred by the IGIMS the decision of the IGIMS will be final and binding on the parties.

IN WITNESS WHEREOF these present have been executed by the Guarantor..... and by ..... for and on behalf of IGIMSon the day, month and year first above written.

SIGNED, sealed and delivered by Guarantor in the presence of

1. .... 2. ....

SIGNED FOR AND ON BEHALF OF THE , IGIMSBY.....

In the presence of

1. .... 2. ....

Proforma - `B`

**GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS  
AFTER COMPLETION IN RESPECT OF ALUMINIUM WORK/Structural Glazing**

The agreement made this.....  
..... day of ..... two thousand ..... and .....  
between .....  
son of ..... (hereinafter called Guarantor of the one part)  
and IGIMS(hereinafter called the IGIMS of the other part).

WHEREAS THIS agreement is supplementary to a contract (hereinafter called the Contract) dated ..... and made between the GUARANTOR OF THE ONE PART AND the IGIMS of the other part, whereby the contractor inter alia, undertook to render the Aluminium work in the buildings in the said contract completely water and leakproof and free of defects, faulty materials and defective anodized finish..

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said Aluminium work will remain free of defects water and leakproof for five years to be reckoned from the date after the maintenance period prescribed in the contract is over.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the Aluminium work completely free of defects and leakproof for FIVE YEARS to be reckoned from the date after maintenance period prescribed in the contract is over.

Provided that the guarantor will not be responsible for the defects caused by earthquake or misuse or alterations in the buildings.

(a). The decision of the IGIMS with regard to cause of leakage shall be final.

During this period of guarantee the guarantor shall make good all defects to the satisfaction of the IGIMS at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from IGIMS calling upon him to rectify the defects failing which the work shall be got done by the IGIMS by some other contractor at the GUARANTOR'S cost and risk. The decision of the IGIMS as to the cost, payable by the Guarantor shall be final and binding.

That, if guarantor fails to make good all the defects or commits breach there under then the guarantor will indemnify the IGIMS and his successors against all loss, damage, cost expenses or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/ or damage and/or cost incurred by the IGIMS the decision of the IGIMS will be final and binding on the parties.

IN WITNESS WHEREOF these present have been executed by the Obligator ..... and by ..... for and on behalf of the , IGIMSon the day, month and year first above written.

SIGNED, sealed and delivered by OBLIGATOR in the presence of

1. .... 2. ....

SIGNED FOR AND ON BEHALF OF IGIMSBY.....

In the presence of

1. .... 2. ....

**UNDERTAKING PROFORMA FOR ANTI – TERMITE TREATMENT.**

The  
Director  
IGIMS, Ptna

Pre-construction anti-termite treatment to the various Buildings at the IGIMS at Patna (Bihar)

We hereby certify that the foundation and the structure of the following blocks have been pre-treated (by us through..... / by us on behalf of ..... ) against subterranean termites infestation in accordance with the specifications given in the tender document.

We hereby guarantee that the foundation and structure with the fittings and fixtures of the said buildings of IGIMS shall be absolutely safe against subterranean termite attack or infestation for a minimum period of TEN YEARS from the date of handing over the work to the IGIMS

In the event of said structures with its fittings and fixtures and foundation of the said building being or becoming subject to subterranean termite attack(s) or infestation(s) at any time

during the guarantee period of TEN YEARS, we agree to carry out as often as it becomes necessary to render the said foundation and structure free from such subterranean termite attack(s) or infestation(s).

The question whether the foundation and structure of the said premises are or become subject to subterranean termite attaches) or infestation(s) and whether any anti-termite treatment is or has become necessary shall be decided by the IGIMS and we agree that his decision on this regard shall be final and binding on us.

Signature of the Contractor  
With  
Official Seal

Witness and Address:

1.

Remarks:

- i) This form is included in the tender document only for the information of tenderers. Only the successful tenderer will due course be required to complete this form.
- ii) Stamp Duty of this Agreement will be borne by the successful tenderer.
- iii) The Bond is to be submitted separately by the successful tenderer on a non-judicial stamp paper of Rs.100/- (Hundred rupees) only.



## Form of Performance Security (Guarantee)

### Bank Guarantee Bond

In consideration of the (hereinafter called ' The IGIMS') having offered to accept the terms and conditions of the proposed agreement between \_\_\_\_\_ and \_\_\_\_\_(hereinafter called "the said contractor(s)" for the Work \_\_\_\_\_(hereinafter called" the said Agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. \_\_\_\_\_(Rupees \_\_\_\_\_only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We \_\_\_\_\_(hereinafter referred to as "the Bank") hereby undertake to

(Indicate the name of the Bank)

pay to the Director,IGIMS,Patna. an amount not exceeding Rs. \_\_\_\_\_ (Rupee \_\_\_\_\_only) on demand by the IGIMS

2. We, \_\_\_\_\_do hereby undertake to pay the amounts due and payable  
(Indicate the name of the Bank)

under this guarantee without any demure, merely on a demand from the IGIMS stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor (s. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_Rupee \_\_\_\_\_only).

3. We, the said bank further undertake to pay the IGIMS any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor (s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full  
(Indicate the name of the Bank)

force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the due of the IGIMS under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the IGIMS certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee.

5. We \_\_\_\_\_ further agree with the IGIMS that the IGIMS shall have  
(Indicate the name of the Bank)

the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IGIMS against the said contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act of omission on the part of the IGIMS or any indulgence by the IGIMS to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s).

7. We \_\_\_\_\_ lastly undertake not to revoke this guarantee except with the  
(Indicate the name of the Bank)

pervious consent of the IGIMS in writing.

8. This guarantee shall be valid upto \_\_\_\_\_ unless extended on demand by the IGIMS Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (Rupee \_\_\_\_\_ only) and unless a claim in writing is lodged with us within six months of the date of the expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_ (Indicate the name of the bank)

### **Safety Code**

1. Suitable scaffolds should be provided for workmen for all works that can not 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 as 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 (1/4 horizontal and 1 vertical)
2. Scaffolding of staging more than 3.6m (12 ft) above the ground or floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends 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 if from swaying from the building or structure.
3. Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 (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 29 cm. (11  $\frac{1}{2}$ " ) for ladder upto and including 3m (10ft) in length. For longer

ladders this width should be increased at least  $\frac{1}{4}$ " for each additional 30cm (1foot) of length. Uniform step spacing of not more than 30cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. Excavation and Trenching - All trenches 1.2m (4ft) or more in depth, shall at all times be supplied with the least one ladder for each 30m (100ft) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm (3ft) above the surface of the ground. The side of the trenches which are 1.5m (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 equipments 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 eyeshields.
  
- 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 contractor shall ensure that the manholes 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 Engineer-in-charge or any other higher officer.
  
  - b). At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
  
  - c). Before entry presence of Toxic gases should be tested by inserting wet lead acetate paper which changes 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 lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
  
- i). Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The 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 metres 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 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 scraped.

c). Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

9. An additional clause (viii) (i) of Safety Code (iv) the Contractor shall not employ women and man below the age of 18 on the work of painting with product containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :

- i). While 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). Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of IGIMS
  - viii). IGIMS may require, when necessary medical examination of workers.
  - ix). Instruction 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 attachment, anchorage and supports shall conform to the following standards or conditions :-
- i).
    - a). These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
    - b). Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - ii). Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
  - iii). In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - iv). The contractors shall notify the safe working load of their machines to the Engineer-in-charge whenever he brings any machinery to site of work and get it verified by the Engineer-in-charge.
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 energised, insulating mats, wearing apparel, such as gloves, sleeves and boots and may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place of 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 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 Rules in force in the Republic of India.

## **MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY CONTRACTORS FOR THIS WORK**

### **1. APPLICATION**

These rules shall apply to all buildings and construction works 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 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 back ground and shall contain the following equipment:-

a) For work places in which the number of contract labour employed does not exceed 50.

Each first-aid box shall contain the following equipments:

1. 6 small sterilised dressings
2. 3 medium size sterilised dressings
3. 3 large size sterilised dressings
4. 3 large sterilised burn dressings.
5. 1 (30 ml.) bottle containing a two percent alcoholic solution of iodine.
6. 1 (30 ml.) bottle containing saivolatile having the dose and mode of administration indicated on the label.

7. 1 snakebite lancet
8. 1 (30gms) bottle of potassium permanganate crystals.
9. 1 pair scissors.
10. 1 copy of the first-aid leaflet issued by the IGIMS General, Factory Advice Service and Labour IGIMs, IGIMS of India.
11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
12. Ointment for burns
13. 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 sterilised dressings.
  2. 6 medium size sterilised dressings
  3. 6 large size sterilised dressings
  4. 6 large size sterilised burn dressings.
  5. 6 (15 gms.) packets sterilised cotton wool.
  6. 1 (60 ml.) bottle containing a two percent 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 IGIMS General Factory Advice Service and Labour IGIMs/ IGIMS of India.
  13. A bottle containing 100 tables (each of 5 gms.) of aspirin.
  14. Ointment for burns
  15. A bottle of suitable surgical antiseptic solution.
- iii). Adequate arrangements shall be made for immediate recoument of the equipment when necessary.
- iv). Nothing except the prescribed contents 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. DRINKING WATER**

- i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- ii) Where drinking water is obtained from an Intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.
- iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

#### **5. WASHING FACILITIES**

- i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers
- iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

#### **6. LATRINES AND URINALS**

- i) Latrines shall be provided in every work place on the following scale namely:-
  - a) Where females 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 borehole 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 fifty 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 instructions 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.

## **7. PROVISION OF SHELTER DURING REST**

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 meters (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 s ft.) per head.

Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

## **8. CRÈCHES**

- i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under at the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a, b & c.
- ii) The rooms shall be provided with suitable and sufficient openings in for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- iv) The contractor shall provide one ayaa to look after the children in the crèche when, the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
- iv) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

## **9. CANTEENS**

- i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred

or more are ordinarily employed, and adequate canteen shall be provided by the contractor for the use of such contract labour.

- ii) The canteen shall be maintained by the contractor in an efficient manner.
- iii) The canteen shall be consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- iv) The canteen shall be sufficiently lighted at all times when any person has access to it.
- v) The floor shall be made of smooth and impervious materials and inside walls shall be lime washed or colour washed at least once in each year.

Provided that the inside wall of the kitchen shall be lime washed every four months.

- vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.
- x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10sqft) per diner to be accommodated as prescribed in sub-Rule 9.
- xi) A) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.  
  
B) Washing places for women shall be separate and screened to secure privacy.
- xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule.

- xiii) a)
  1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipments necessary for the efficient running of the canteen.
  2. The furniture utensils and other equipment shall be maintained in a clean and hygienic conditions.
- b)
  1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
  2. A service counter, if provided, shall have top of smooth and impervious material.
  3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.
- xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- xv) The charges for food for stuffs, beverages and any other items served in the canteen shall be based on "No profit", "No loss" and shall be conspicuously displayed in the canteen.
- xiv) In arriving at the price of food stuffs and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:-
  - a) The rent of land and building.
  - b) The depreciation and maintenance charges for the building and equipments provided for the canteen.



- c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
  - d) The water charges and other charges incurred for lighting and ventilation.
  - e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.
- xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. **Anti-Malarial Precautions**

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

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

12. **Amendments**

IGIMS 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.

**Indira Gandhi institute of Medical sciences, Patna**  
**PROFORMA OF BANK GUARANTEE IN LIEU OF E M D (BID BOND)**  
(Judicial Stamp paper of appropriate value as per Stamp Act - of respective state)

Director  
IGIMS

(Address as mentioned in Notice Inviting Tender)

In consideration of IGIMS, having its Office of the Director, IGIMS, Patna (hereinafter called "IGIMS" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No..... and M/s..... having its Registered Head Office at..... (Hereinafter called the "BIDDER") is to participate in the said tender for..... Whereas IGIMS, as a special case, has agreed to accept an irrevocable and unconditional Bid Bond Guarantee for an amount of Rs..... valid up to..... from the bidder in lieu of Cash Deposit of Rs..... required to be made by the bidder, as a condition precedent for participation in the said tender. We the.....(hereinafter called the "BANK") having its Registered, Office at..... and branch office at..... do hereby Unconditionally and irrevocably undertake to pay to IGIMS immediately on demand in writing and without Demur/protest any amount but not exceeding Rs..... Any such demand made by IGIMS shall be conclusive and binding on us irrespective of any dispute or differences that may be raised by the bidder. Any change in the constitution of the bidder or the Bank shall not discharge our liability under the guarantee. We, the..... Bank; lastly undertake not to revoke this guarantee during its currency without the prior consent of IGIMS in writing and this guarantee shall remain valid up to..... Unless a claim is made within three months from the date of expiry i.e. .... (Three months after the date of expiry), we shall be relieved of our liability under this guarantee thereafter.

FOR AND ON BEHALF OF BANK

PLACE:

DATED:

WITNESS.

1.

2.

**Indira Gandhi institute of Medical sciences, Patna**  
**PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT / RETENTION MONEY**  
(Judicial Stamp paper of appropriate value as per Stamp Act - of respective state)

IGIMS

(Address as mentioned in Notice Inviting Tender)

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In consideration of the Indira Gandhi institute of Medical sciences, (hereinafter called "the IGIMS") which expression shall include its successors and assigns having awarded to M/s..... (hereinafter called "the Supplier/Contractor") which expression shall wherever the subject or context so permits includes its successors and assigns) a Contract in terms inter-alia of the company's letter No..... dated.....and the Contract/Purchase Conditions of the Company and upon the condition of the Supplier/Contractor furnishing Security for the performance of the Supplier's obligations and /or discharge of the contractor's/supplier's liability under and/or in connection with the said supply contract up to a sum of Rs..... (Rupees..... only) We... ((hereinafter called "The Bank") which expression shall include its successors and assigns) hereby undertake and guarantee payment to IGIMS forthwith on the same day on demand in writing and without protest or demur of any and all moneys payable by the supplier/contractor to the Company under, in respect or in connection with the said contract inclusive of all the losses, damages, costs , charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the Company to the Bank with reference to this guarantee up to and aggregate limit of Rs.....(Rupees.....only) and the bank hereby agree with the company that:

1. This Guarantee shall be continuing guarantee and shall ..... remain valid and irrevocable for all claims of the Company and liabilities of Supplier/Contractor arising up to and until midnight of.....
2. This Guarantee shall be in addition to any other Guarantee or Security whatsoever that the Company now or at any time have in relation to the Supplier's obligations/liabilities under and/ or in connection with the said supply/contract, and the company shall have full authority to take recourse or to enforce this Security in preference to any other Guarantee or Security which the Company may have or obtain and no forbearance on the part of the Company in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its liability hereunder.
3. The Company shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Supplier's/Contractor's

obligations and/ or liabilities under or in connection with the said supply/contract or to grant time and / or indulgence to the supplier / contractor or to increase or otherwise vary the prices or the total contract value or to release or to forbear from enforcement of all or any of the conditions under the said supply / contract and / or the remedies of the Company under any other security/securities now or hereafter held by the Company and no such dealings, increase(s) or other indulgence(s) or arrangement(s) with the supplier / contractor or releasing or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or prejudicing rights of the company against the Bank.

4. This Guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier / contractor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the company in terms thereof.
5. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank in terms hereof shall not be otherwise affected or suspended by reason of any dispute or disputes having been raised by the supplier / contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial or liability by the supplier/ contractor stopping/ preventing or purporting to stop or prevent any payment by the Bank to the Company in terms thereof.
6. The amount stated in any notice of demand addressed by the company to the Guarantor as liable to be paid to the Company by the supplier/contractor or as suffered or incurred by the Company on account of any losses or damages, costs, charges and / or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the company or suffered or incurred by the company as the case may be and payable by the Guarantor to the Company in terms hereof subject to a maximum of Rs .....(Rupees .....only),
7. Unless demand or claim under this Guarantee is made on the Guarantor in writing within three months form the date of expiry of the Guarantee i.e. up to ..... the Guarantor shall be discharged from all liabilities under this Guarantee there under.

Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs. (Rupees.....only). This guarantee will expire on..... Any claim under this Guarantee must be received by us within three months from the date of expiry i.e. .... (Date, three months after the expiry date) and if no such claim has been received by us by that date all your rights under this guarantee will cease.

For and on behalf of the Bank

Place

Date

WITNESS: 1 \_\_\_\_\_ 2. \_\_\_\_\_

**Annexure I**

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF  
CREDIT FACILITIES**

**SOLVENCY**

**(CLAUSE 4.2 (i) OF ITB)**

**BANK CERTIFICATE**

This is to certify that M/s. \_\_\_\_\_ is a  
reputed company with a good financial standing.

If the contract for the work, namely \_\_\_\_\_ is  
awarded to the above firm, we shall be able to provide overdraft/ credit facilities up to 25%  
of estimated cost Rs. \_\_\_\_\_ to meet their working capital  
requirement for executing to the above during the contract period.

\_\_\_\_\_  
(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

**Annexure III**

**AFFIDAVIT**

1. I, the undersigned, do hereby certify that all the statement made in the required attachments are true and correct.
  
2. The undersigned also hereby certifies that neither our firm M/s \_\_\_\_\_ has been blacklisted nor has abandoned any work in any government department, India nor any contract awarded to us such works have been rescinded, during last five years prior to the date of this bid.
  
3. The undersigned hereby authorizes and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
  
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department Project implementing agency.

\_\_\_\_\_  
(Signed by Authorized Officer of the Firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

DATE

**Annexure II**

**UNDERTAKING**

I, the undersigned do hereby undertake that our firm M/s \_\_\_\_\_ would invest a minimum cash up to 25% of the value of the work during implementation of the Contract.

\_\_\_\_\_  
(Signed by Authorized Officer of the Firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
DATE

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