

GENERAL CONDITION OF CONTRACT

CLAUSES OF CONTRACT

Clause 1

Performance Guarantee

- (i) The contractor shall submit an irrevocable Performance Guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E', 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 up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in submitting the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This Guarantee shall be in the form of Bank Guarantee from any of the Commercial Banks. (ii) The Performance Guarantee shall be submitted by the contractor on format as per tender and shall be initially valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work plus 3 months. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Director, IIT Madras is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - (b) Failure by the contractor to pay Director, IIT Madras 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 to the contractor 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 Director, IIT Madras.
- (v) Part completion certificate may be issued for the building(s)/ infrastructure project for the part(s) which have been completed in all respect and are ready for use. However, statutory approvals, Completion drawing of various services, wherever required, shall be obtained before handing over of building(s)/ part(s) of the project. Scope of the completed part(s) shall be mentioned in such part completion certificate.

The part completion certificate shall include outstanding balance work that need to be completed in accordance with the provisions of the contract. This part completion certificate shall be recorded by the authority as per contract value of work. After recording of the part Completion Certificate for the work by

the competent authority, the proportionate amount of 80% of performance guarantee shall be returned to the contractor, without any interest.

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

Clause 1A

Recovery of Security Deposit

The person(s) whose tender may be accepted (hereinafter called the contractor) shall permit IIT Madras at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered amount of the work. Such deductions will be made and held by IIT Madras by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of Bank Gurantee.

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 IIT Madras on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions as aforesaid, the contractor shall within 10 days make good by submitting Account Payee Demand Draft, endorsed in favour of the Engineer-in-charge any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.

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

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

Clause 2

Compensation for Delay

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the stipulated completion date or justified extended date of completion determined as per clause 5 (excluding any extension under clause 5.5) also considering any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the IIT Madras on account of such breach, pay as compensation, the amount calculated as below :

- (i) Compensation for delay of work @ 0.75% of accepted tendered amount per month

of delay (to be computed on per day basis)

Provided further that the total amount of compensation for delay to be paid under this condition shall not exceed 5 % (five percent) of the accepted Tendered Value of work or of the accepted Tendered Value of the Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.

The period of delay solely attributable to contractor shall be computed as the time taken by contractor going beyond the 'justified date of completion' as determined by the authority specified in schedule F under clause 5. Further, in case where the contractor is entitled to additional time under clause 12 and /or clause 15, that shall also be accounted for while deciding the net period of delay. In case, the authority specified in schedule F decides to levy compensation during the progress of work, the period of delay attributable to contractor shall be computed (by such authority) as the period by which the progress is behind the schedule on date of such decision, after due consideration of justified extension at that stage of work.

In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion.

If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date the contractor shall be liable to pay compensation for such extended period. The levy of compensation under this clause shall be without prejudice to the right of action by the Engineer-in-charge under clause 3 or any other clause in contract.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under clause 2 shall remain post determination of contract and in such case the levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract. Further, in such case where the contract has been determined, the total amount of recovery against compensation under clause 2 plus that under clause 3 (i.e. forfeiture of security deposit, performance guarantee) shall not exceed 8 % of the accepted tendered 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 IIT Madras.

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, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. The amount so withheld can be released against BG from a commercial bank of equivalent amount. Further, no interest, whatsoever, shall be payable on such withheld amount.

Clause 3

When Contract can be Determined

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

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

- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.
- (xii) When the contractor has made himself liable for action under any of the aforesaid cases (i) to (xi), the Engineer-in-Charge on behalf of the Director, IIT Madras shall have powers:
 - (a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the performance guarantee shall stand forfeited in full, Security Deposit already recovered and Security deposit recoverable shall be liable to be forfeited and shall be absolutely at the disposal of the IIT Madras.
 - (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the remaining work which may include any new items to complete the work. In the event of above courses being adopted by the Engineer- in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause 3A

In case, the work including planning designing and execution as per scope of contract cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or 180 days whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 30 days of closing of the contract.

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

Clause 4

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

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

Clause 5

Time and Extension for Delay

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such date as mentioned in schedule 'F' or from the date of handing over of the site, as notified by the Engineer-in-Charge, whichever is later. If the

Contractor commits default in commencing the execution of the work as aforesaid and such default continues even after time period specified in the notice in writing by the Engineer in charge then the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the IIT Madras without prejudice to any other right or remedy available in law.

The contract shall stand determined when such decision regarding the forfeiture of the performance guarantee is issued to the contractor.

5.1 The contractor as soon as possible but within 7 (seven) days of issue of letter of award of work shall submit a time and progress chart to the Engineer-in-Charge. Such chart shall be made in due consideration of :

- (a) Schedule of handing over of site as specified in the Schedule 'F'
- (b) Schedule of issue of design(s) and drawing(s) as specified in the Schedule 'F',
- (i) The Contractor shall submit a Time and Progress Chart for each milestone. The Engineer-in-Charge may within 7 (seven) days of receipt of such chart, make modifications thereafter, if any, and communicate the approved chart to the contractor, failing which the chart submitted by the contractor shall be deemed to be 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 work(s). 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 Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents.

(ii) In case of non-submission of time and progress chart by the contractor, the chart prepared by the Engineer-in- Charge shall be deemed to be final.

(iii) Such program by the Engineer-in-Charge shall not relieve the contractor of any of the obligations under the contract.

(iv) The contractor shall submit the Time and Progress Chart containing upto date progress of work using the mutually agreed software or in the format decided by Engineer-in-Charge. Such chart shall be submitted by the contractor on or before 5th day of each month failing which a recovery as mentioned in Schedule 'F' shall be made at the earliest from the next running account bill without any notice in this regard.

(v) While recording the hindrances in the progress of the work, due consideration should be given to the cause of hindrance. The hindrances shall be segregated in following categories :

(a) delays due to reasons beyond the control of both parties (sub- clause 5.2)

(b) delays attributable to the Department and concurrent delays (sub-clause 5.3).

(c) delays solely attributable to the contractor (sub-clause 5.5)

5.2 Delays due to reasons beyond the control of both parties:

If the work(s) are delayed by:-

(i) force majeure, or

(ii) abnormally bad weather, or

(iii) serious loss or damage by fire, or

(iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

(v) delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in executing work not forming part of the Contract, or

(vi) any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the contractor shall within 03 (three) days 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 work(s).

The contractor shall have no claim on account of any hindrance in case notice(s) are not given by the contractor .

The Engineer-in-Charge, on receipt of such notice(s) after considering the factual ground situation, shall either acknowledge or reject the notice(s).

In case of rejection, the reason(s) for rejection shall be communicated by Engineer-in-Charge to the agency.

The decision of Engineer-in-Charge with regard to nature of event causing delay, its start date and end date, as has been finalized during acknowledgement of notice, shall be final and binding.

The end date of such events shall be recorded by Engineer-in-Charge either during acknowledgment of notice or subsequent to acknowledgement if end date of hindrance is after the date of acknowledgement of notice.

In absence of notice by the contractor, Engineer-in-Charge or his representative(s) may record the events causing delay within 05 (five) days of occurrence of hindrance provided further that not recording of events causing delay by the Engineer-in-Charge does not ipso facto entitle the contractor for any hindrance.

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

5.3 Delays attributable to the Department and the Concurrent delays:

In case the work is hindered, in the opinion of the contractor, by the Department or for any reason / event, for which the Department is responsible, then upon the happening of such event causing delay, the Contractor shall within 3 (three) days give online notice there of in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours 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 work.

The contractor shall not be entitled for any hindrance in case notice(s) are not given by the contractor .

The Engineer-in-Charge, on receipt of such notice(s) after considering the factual ground situation, shall either acknowledge or reject the notice(s).

In case of rejection, the reason(s) for rejection shall be communicated by Engineer-in-Charge to the agency.

The decision of Engineer-in-Charge with regard to nature of event causing delay, its start date and end date, as has been finalized during acknowledgement of notice, shall be final and binding.

The end date of such events shall be recorded by Engineer-in-Charge either during acknowledgment of notice or subsequent to acknowledgement if end date of hindrance is after the date of acknowledgement of notice.

In absence of notice by the contractor, Engineer-in-Charge or his representative(s) may record the events causing delay within 05 (five) days of occurrence of provided further that not recording of events causing delay by the Engineer-in-Charge does not ipso facto entitle the contractor for any hindrance.

Such extension of time or rescheduling of milestone(s) shall be without prejudice to any other right or remedy of the parties in contract or in law, provided further that for concurrent delay(s) under

this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2, the contractor shall be entitled to only extension of time and shall have no claim of damages.

5.4 Rescheduling of milestone(s) and ‘Justified extended date of completion’

The request for rescheduling the Milestone(s) and extension of time, shall be made by the Contractor in writing once in a month on the basis of hindrances accepted by Engineer-in-Charge under sub- clause 5.2 and sub-clause 5.3. The Contractor shall indicate in such a request number of days by which rescheduling of milestone(s) and/or extension of time is desired.

The authority as indicated in Schedule ‘F’, after examining the request, shall give a fair and reasonable 'justified extension of time for completion of work and simultaneously reschedule the milestone(s), if required so. The authority shall consider all the hindrances accepted by Engineer-in-Charge as per sub- clauses 5.2, 5.3 and 5.5.

The authority shall decide rescheduling of milestone(s) and extension of time within 21 (Twenty One) days of the request submitted by the contractor .

In event of no request by the contractor for rescheduling of milestone(s) and extension of time, the authority as indicated in Schedule F, after aff ording opportunity to the contractor, may give fair and reasonable extension of time based on hindrances accepted by Engineer-in-Charge and reschedule the milestone(s) once in a month. Such justified extension of time shall determine the ‘justified extended date’ of completion of work.

- 5.4.1 Provided that the end date of any event causing delay shall not fall beyond the date of request for extension of time or rescheduling of milestone(s) by the contractor. In case end date of event falls beyond the date of submission of said request, then period for extension up to date of application shall be considered in the said request for events eligible for consideration and remaining period shall be applied in subsequent request of extension of time or rescheduling of milestone(s).

Engineer-in-Charge shall finalize/ reschedule a particular mile stone before taking action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 (twenty one) days of the date of receipt of such request from the Contractor on ERP Portal.

5.5 Delays attributable solely to the contractor

In case the work is delayed by reasons solely attributable to the contractor, then Engineer-in-Charge or his representative(s) may record the event causing delay within 05 (five) days of occurrence of delay . Contractor shall take the notice of the same for necessary action. He may submit his version, if any within 05 (Five) days. Engineer-in-Charge, considering the version of the contractor, will take decision on such recording of the event and the decision of the Engineer-in- Charge shall be final and binding.

The contractor shall be liable for levy of compensation for such delays i.e. for the period beyond the justified extended date of completion as determined in sub clause 5.4 and this default of contractor shall be dealt in conjunction with clause 2 of the contract.

In case the work is delayed, due to hindrances attributable solely to the contractor, beyond the justified extended date (as stated in sub clause 5.4), the authority indicated in Schedule ‘F’, without prejudice to provisions to take action under Clause 3, may grant extension of time required for completion of work without rescheduling of milestone(s) and extend the date of completion.

Clause 6

Computerized Measurement Book

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

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

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

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

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

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements by the Engineer-in-Charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the contract notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking

and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the 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 authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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

Clause 7

Payment on intermediate certificate to be regarded as Advances

The running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements as per Clause 6 on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge.

The contractor shall not be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved.

However, to expedite the progress of work, Engineer-in-Charge, on the request of contractor, may make interim payment(s) even before the net payment limit specified in schedule 'F' is achieved. In such case(s) no interest / compensation shall be recoverable from contractor.

Such payment by Engineer-in-Charge shall not be construed as waiver of limit specified in schedule 'F' for subsequent interim payment(s).

Engineer-in-Charge shall arrange to have the bill verified In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the 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.

An amount of ad-hoc payment not less than 75% of the net amount of the bill under check, shall be made within 10 working days of submission of the bill. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of bill by the contractor. In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor, provided the bill

submitted by the contractor found to be in order, a simple interest @ 5% (five percent) per annum shall be paid to the contractor from the date of expiry of prescribed time limit.

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 If the revised tendered amount (worked out on the basis of quoted rate of individual items) 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.

In case of correction / rejection / short documents, it will be mandatory for Engineer-in- Charge to give recorded reasons for correction / rejection / submission of additional documents within seven days after submission of running bill by the contractor.

Clause 7A

- a) No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.
- b) The following documents shall also be part of the bill submitted by the contractor (these documents shall be owned by the contractor) before making payment:–
 - 1. Details of person employed with date of their employment up to previous month.
 - 2. Documents of payment made to the employees directly into their bank accounts up to previous month.
 - 3. Documents of attendance through biometric attendance or other mode up to previous month.
 - 4. Documents of deposition of EPF and ESI deductions in the employee's accounts up to previous month.
 - 5. Any penalty imposed on the agency for delay in disbursing payment and deposition of EPF and ESI deductions in the employee's accounts up to previous month.
 - 6. Any other document(s) required as per statutory requirements and/or as directed by Engineer-in-Charge.
- c) In case, any of the documents submitted by the contractor is found false/forged at a later date, action for debarment of contractor will be taken by IIT Madras.

Clause 7B

Payment to third party

If the exigencies of the work so demand, the engineer-in-charge may allow payment to a third party, who is creditor to the contractor, after fulfilling the following conditions.

- (a) The contractor gives an authority letter addressed to the engineer-in-charge on a non-judicial stamp paper of Rs.100 in the format given below.

I/We authorize the Engineer-in-charge, IIT MADRAS to pay directly onmy/our behalf to (name of the third party) an amount of Rs.....(Rupeesin words) for the work done or supplies made by (name of the third party). I/We shall be responsible for the quality and quantity of the same under the provisions of agreement number

Signature of the contractor

- (b) The total payment to third party (or parties) shall not exceed 10% of the agreement cost of the work.

Clause 8

Completion Certificate and Completion Plans

Within ten days of the completion of the work or on part completion of one or more building(s) out of independent building in a project or infrastructure project, as per requirement of client or otherwise specified in Schedule F, the contractor shall give notice of such completion to the Engineer-in-Charge and the Engineer-in-Charge within seven days of receipt of intimation of completion from contractor will inspect the work and satisfy himself about completion of part / full work, then intimate to the concerned authorities as mentioned in Schedule F for issuance of part/final completion certificate. The concerned authorities will inspect the work and issue part/ final completion certificate within thirty days of the receipt of such intimation. The Engineer-in-Charge shall furnish to the contractor a part / or final completion certificate as the case may be, indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates.

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 fails to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose off 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 or final cleaning work as aforesaid except for any sum actually realized by the sale thereof.

Clause 8A

Completion Plans to be Submitted by the Contractor

The contractor shall submit completion plans for Internal and External Civil, Electrical and Mechanical Services within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1 % (zero point one percent) of Tendered Value or limit prescribed in Schedule F whichever is more as may be fixed by the authority as mentioned in Schedule F and in this respect the decision of the that authority shall be final and binding on the contractor.

Clause 9

Payment of Final Bill

- i. The final bill shall be submitted by the contractor to the Engineer-in-Charge 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 completion certificate furnished by the Engineer-in-Charge whichever is earlier. At the time of submission of the final bill, receipt will be given by the O/o Engineer-in-Charge.
- ii. In case of correction / rejection / short documents, it will be mandatory for Engineer-in-Charge to give recorded reasons for correction / rejection submission of additional documents within fifteen days after submission of final measurement and/or final bill by the contractor.
- iii. Final bill will be accepted with all prerequisite documents such as sanctioned copies of extra items and deviation in quantities, escalation statements, recovery statements, theoretical statement, final completion certificate, final extension of time case, mandatory tests statements, dismantled materials account and other documents as mentioned in clause-7A etc.
- iv. An undertaking along the final bill will be submitted by the contractor that "I / we hereby undertake that all the measurements/claims payable under this contract have been included in the final bill and will not submit any other bill/claims in future under this agreement thereafter".
- v. No further claims shall be entertained from the contractor after submission of the final bill and these shall be deemed to have been waived off 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, shall be made within the period of three months.
- vi. In case of foreclosure / determination of contract, if the contractor fails to submit the EOT case and final measurements / bill within 30 days of foreclosure / determination of contract, the EOT case and final bill will be prepared and decided by the department. The final bill shall only be paid after withholding amount equivalent to maximum compensation to be levied on the contractor.
- vii. If the final bill, in complete shape, is submitted by the contractor within the period specified above and delay in payment of final bills is made by the department after prescribed time limit, a simple interest @5% (five percent) per annum may be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor contains all the documents as mentioned in para – (iii) & (iv) above.

Clause 9A

Payment of Contractors Bills to Banks

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank, registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the

correctness of the amount made out as being due to him by IIT Madras or his signature on the bill or other claim preferred against IIT Madras before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co-operative or thrift societies or recognized financial institutions.

Nothing herein contained shall operate to create in favour of the bank, registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities vis-a- vis the Director, IIT Madras.

Clause 10A

Materials to be provided by the Contractor

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

The contractor shall, at his own expense and without delay supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the 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 thirty (30) days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the 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 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 including testing charges. The Engineer -in- Charge or his authorized representative shall always have access to the works and to all workshops and places where work component 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 substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

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

Field Laboratory:

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

External Laboratory:

Letter for submitting sample(s) for testing of material shall be sent through e-mail to the Lab by authorized representative of Engineer-in-Charge or Engineer-in-Charge of the work along with name(s) of test(s) to be done on the material.

The contractor shall collect the sample(s) from the site and submit to the lab; make necessary payment for the testing charges. He will inform on the same day through email to authorized representative of Engineer-in-Charge and Engineer-in-Charge regarding submission of sample(s) and payment made to the lab. If he either fails to collect or submit the sample(s) to the lab within 03 days or in time as prescribed in the specifications whichever is earlier, the Engineer-in-Charge shall collect and submit the sample(s) and make necessary payment for testing charges to the lab. In such case, Engineer-in-Charge shall make recovery on account of collection and submission of sample(s) to the lab and paid testing charges etc. from the next RA bill / Final bill of the contractor. This action of Engineer-in-Charge shall be final and binding.

If the contractor fails three times in collection and/or submitting sample(s) and/or fails to make payment for testing charges, the contractor shall be debarred from tendering in CPWD for a period of two years.

Clause 10B

Secured Advance on Materials

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

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the 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.

Mobilization advance

(ii) Mobilization advances not exceeding 10% of the tendered amount may be given, if requested by the contractor in writing within six months of the order to commence the work. Such advance shall be released in two or more instalments to be determined by the Engineer-in-Charge. The amount of any

instalment shall not exceed 5% of the tendered amount of the work. The first instalment of such advance shall be released by the Engineer-in-charge to the contractor on his request. The second and subsequent instalment(s) shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of full amount of the earlier instalment(s) to the satisfaction of the Engineer-in-Charge. The mobilization advance will be utilized for the following:

Establishment of site office for contractor , testing lab, testing lab equipment, labour camps & basic amenities, services for labour/staff, cement godown, reinforcement yard and stores etc.

Any other item as mentioned in NIT by the NIT approving authority.

90% of the price of new items and 50% of the depreciated price of old items will be considered for assessing the utilized amount of mobilization advance.

Expenditure incurred on items/ materials which are measureable and payable under agreement/extra items as well as materials eligible for secured advance will be excluded from utilized amount of mobilization advance, if any.

The assessment of Engineer-in-Charge in this respect shall be final and binding.

However clause 10B (ii) and clause 10B (iii) are mutually exclusive i.e. both cannot be operated for same material simultaneously.

Before any installment of advance is released, the contractor shall execute Bank Guarantee Bonds not more than 6 (six) in number from commercial Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee from commercial Bank on prescribed format for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.

Plant Machinery & Shuttering Material Advance

(iii) An advance for plant, machinery & shuttering material required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery which in the opinion of the 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 tender value. In the case of new plant and equipment to be purchased for the work, the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-Charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the 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 Board of Direct Taxes under the Income Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs. 50,000/-. Seventy five percent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same.

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

(a) Leasing company which gives certificate of agreeing to lease equipment to the contractor.

- (b) Engineer in Charge, and
- (c) The contractor.

This advance shall further be subject 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 working order and are maintained in working order; (c) hypothecated to the IIT Madras 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 insurer will be borne by the contractor.

The Plant, Machinery & Shuttering Material Advance will be utilized for the following:

For purchase of any type of tool, plant and machinery required for execution of work such as concrete batch mix plant, mixtures, transit mixtures, loader, excavators, dumpers, DG sets, vibrators, hot mix bitumen plant, paver, rollers and any other equipment etc.

Barricading of site and procurement of centring / shuttering / staging material etc. Any other item as mentioned in NIT by the NIT approving authority.

90% of the price of new items and 50% of the depreciated price of old items will be considered for assessing the utilized amount of Plant, Machinery & Shuttering Material Advance.

The assessment of Engineer-in-Charge in this respect shall be final and binding.

However clause 10B (ii) and clause 10B (iii) are mutually exclusive i.e. both cannot be operated for same material simultaneously.

Interest & Recovery

- (iv) The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 8 percent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten 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 up to 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 at the discretion of the Engineer-in-Charge.

Clause 10CC

Price adjustment for works

If the prices of materials and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract

shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:

- (i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.
- (ii) The cost of work on which escalation will be payable shall be reckoned as below :
 - (a) Gross value of work done up to this quarter : (A)
 - (b) Gross value of work done up to the last quarter : (B)
 - (c) Gross value of work done since previous quarter (C)= (A-B)
 - (d) Full assessed value of Secured Advance fresh paid in this quarter : (D)
 - (e) Full assessed value of Secured Advance recovered in this quarter : (E)
 - (f) Full assessed value of Secured Advance for which escalation Payable in this quarter, (F)= (D-E)
 - (g) Advance payment made during this quarter: (G)
 - (h) Advance payment recovered during this quarter: (H)
 - (i) Advance payment for which escalation is payable in this Quarter (I)= (G-H)
 - (j) Amount paid based on prevailing market rates due to deviations/variations as per clause 12 during this quarter:(J)

Then, $M = C + F + I - J$

Cost of work for which escalation is applicable(W)=0.85M

Components for materials, labour, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender documents included in Schedule 'F'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.

- (iii) The following principles shall be followed while working out the payment/recovery on account of variation of prices of materials and/ or wages of labour.
 - (a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The date of submission of bill by the contractor to the department shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which the letter of commencement of work is issued by the Engineer-in-Charge) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.
 - (b) The indices as defined below (excluding LI) relevant to any quarter/period for which such compensation is to be paid shall be the arithmetical average of the indices relevant to the three

calendar months. If the period up to the date of completion after the quarter covered by the last such installment of payment, is less than three months, the indices shall be the average of the indices for the months falling within that period.

(c) The minimum wage of an unskilled Mazdoor shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.

(d) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;

(e) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled Mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

(iv) In the event the price of materials and/or wages of labour required for execution of the work decreases, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein stated below under this Clause 10CC shall mutatis mutandis apply.

(v) The contract price shall be adjusted for increase or decrease in rates and prices of labour, cement, steel reinforcement bar, fuel and lubricants and other input materials as per percentage of materials/labour specified in schedule F and in accordance with the principles, procedures and formulae specified below:

(a) Price adjustment for change in cost shall be paid in accordance with the following formulae:

(i) For Construction:

$$VW = W * (1/100) * [CP * (CI - CO) / CO + LP * (LI - LO) / LO + CMP * (CMI - CMO) / CMO + EMP * (EMI - EMO) / EMO + FP * (FI - FO) / FO + SP * (SI - SO) / SO + Bp * (BI - Bo) / BO]$$

(ii) For Maintenance:

$$VW = W * (1/100) * [LP * (LI - LO) / LO + CMP * (CMI - CMO) / CMO + EMP * (EMI - EMO) / EMO + Bp * (BI - Bo) / BO]$$

Where, W=cost of work done as per para (ii) above.

VW (Variation of cost of Work) = Increase or decrease in the cost of works during the period under consideration due to change in the rates for relevant components.

Percentage components of materials & labour as specified in the schedule F are defined as under:-

CP- Cement component, LP - Labour component,

CMP- Civil component of other construction materials, EMP- E & M component of construction materials

FP-POL (Diesel) component

SP- Reinforcement steel bars/TMT bars/structural steel (including strands and cables) component

BP- Bitumen component

Indices for various components of materials & labour to be used for the purpose of this Clause are defined as under:

CO= Wholesale Price Index for Pozzolana Cement published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of last date of receipt of tender including extension, if any.

CI= Wholesale Price Index for Pozzolana Cement published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

LO= Minimum daily wage in rupees of an unskilled adult mazdoor, fixed under any law, statutory rule or order as on the last date of receipt of tender including extension, if any.

LI= Minimum wage in rupees of an unskilled adult mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration.

CMO= Price Index for civil components of other construction materials valid for the month of the last date of receipt of tender including extension, if any, as issued by the office of CE CSQ (Civil) or successor.

CMI= Price Index for civil components of other construction materials for the period under consideration and as issued by the office of CE CSQ (Civil) or successor.

EMO= Price Index for E & M components of construction materials valid for the month of the last date of receipt of tender including extension, if any, as issued by the office of CE CSQ (Electrical) or successor.

EMI= Price Index for E & M components of construction materials for the period under consideration and as issued by the office of CE CSQ (Electrical) or successor.

FO= Wholesale Price Index of HSD (High Speed Diesel) published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any.

FI= Wholesale Price Index of HSD (High Speed Diesel) published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

SO= Wholesale Price Index of Mild Steel-long products published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any

SI= Wholesale Price Index of Mild Steel-long products published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

BO= Wholesale Price Index of Bitumen published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any

BI= Wholesale Price Index of Bitumen published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

Clause 10D

Dismantled Material IIT Madras. Property

Unless otherwise explicitly mentioned in the contract conditions, The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as IIT Madras property and such materials shall be disposed off to the best advantage of IIT Madras according to the instructions in writing issued by the Engineer-in-Charge

Clause 11

Work to be Executed in Accordance with Specifications, Drawings, Orders as per mode mentioned in schedule F

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

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.

The 3D Architectural Models of the project will be prepared on any BIM applications with minimum LOD 350 and IFC format of the same shall be made available for interoperability of building information to all stake holders of the project.

The 3D Architectural BIM Model Information(s) shall be used for structural, MEP services and horticulture design. The comprehensive BIM model with minimum LOD 350 of project shall have all the architectural, structural, horticulture and MEP services element.

All the BIM Models shall be shared with the Engineer-in-Charge through the mode communicated.

All architectural and MEP drawings (2 D) shall be generated from BIM model. All the structural drawings shall be in conformity with BIM model.

Project or work shall be executed using 2D drawings generated from BIM model.

The provisions of BIM shall be applicable in the project only if, the same is mentioned in schedule 'F'.

Clause 12

Deviations/ Variations Extent and Pricing

The Engineer-in-Charge shall have power (i) to make alterations in, additions to or substitutions for the original scope of work as defined in the contract, that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non- availability of a portion of the site or due to any other reason (save except Clause-13), the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such

alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any change in the scope of work as defined in the contract, which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same terms and conditions in all respects, except for increase/decrease in the cost and additional time due to change of scope, to be determined based on the sub-clauses hereunder :

12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows :

- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

12.2 Payment of deviations/variations beyond 0.25% of the accepted tendered amount.

In case there is any change in scope as defined in the contract, the contractor shall carry out the changes as per direction of Engineer in Charge and nothing extra shall be payable to the contractor on account of same if the additional cost of such work is up to 0.25% (zero point two five percent) of the accepted tendered amount and worked out as per sub-clause 12.3 below. Variations/deviations upto 0.25% (zero point two five percent) of the accepted tendered amount shall be deducted from overall variations/ deviations for making payment.

12.3 DETERMINATION OF RATES

In the event, there is any deviations/variations in work as defined in the contract, the contractor shall submit the complete proposal to Engineer-in-charge within 15 days duly supported with :-

- (a) Analysis of rates for items involved, along with relevant documents, rates of materials, tools/plants and labour, etc.
- (b) The impact, if any, which the deviations/variations is likely to have on the project completion schedule,

On receipt of such proposal, either individually or covering group of items, the Engineer-in-charge shall examine the proposal regarding its admissibility and finalize the proposal/rates within 45 days after receipt of proposal with all requisite details and documents from the contractors, after giving due consideration to the proposal, analysis and rates of materials and labours, etc.

12.3.1 The increase/decrease in the rates due to deviations/variations shall be decided based on the following criteria:-

- (i) Pricing of deviations
 - (a) If the item of work as stipulated in the schedule of quantity/ scope of work deviates on plus side, then the rate for the deviated quantity shall be paid at the agreement rate upto the deviation limit as specified in schedule "F" with the same terms & conditions of the contract. Beyond deviation limit as specified in the schedule "F" , rate shall be payable on market rates to be determined based on the relevant documents and prevailing market rates, as per Para (ii) below

- (b) If the item of work as stipulated in the schedule of quantity/ scope of work deviates on minus side, then the amount for such deviated quantity shall be deducted proportionately at the agreement rate.

- (ii) Pricing of variations

If there are changes in the quantity/specifications/ alterations/ substitutions/additions, etc. in the items, other than mentioned in para-(i) above, the rates shall be determined based on detailed analysis of rates with original stipulated scope of items & newly proposed/provided items. The difference of rates so determined shall be payable to/recoverable from the contractor. The rates for both the components i.e. materials & labour shall be based on prevailing market rates. The rate finalized by the Engineer-in-Charge shall be final and binding.

12.3.2 In case of either non-submission of timely proposal or incomplete proposal by the contractor for deviations/variations, the Engineer-in- Charge shall give final opportunity to the Contractor to submit the complete proposal for change of cost within next 15 days. In case of non-submission or further incomplete submission by the contractor within the stated period, the Engineer-in-Charge shall initiate the proposal and decide the change of cost. In such case the proposal finalized by the Engineer-in-Charge shall be final and binding on the contractor.

12.4 Restrictions on Deviations/Variations

- (i) Work(s) due to deviations/variations shall be executed only after getting the instructions of Engineer-in-charge, save except to meet any work of emergent nature.
- (ii) Notwithstanding anything to the contrary in this clause 12, any change arising from default of the contractor in the performance of his obligations under this agreement shall not be deemed to be deviations/variations, and shall not result in any adjustment of the contract price or the project completion schedule.

Clause 13

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

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

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

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) IIT Madras 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 IIT Madras 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 IIT Madras, 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) 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.
- (iv) 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), (iii) and (iv) 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 IIT Madras 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 balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Madras from the contractor under the terms of the contract.

In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 180 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.

Clause 14

Pre-Construction Activities

The data supplied by the Department, if any, are for General Guidance only. The contractor shall be responsible for carrying out pre- construction activities for construction of work as defined in the tender documents. The contractor shall also carry out site investigations to verify site details / Data at his own cost.

Since start of pre-construction activities contractor has to deploy Building Information Model (BIM) professional having knowledge of using Building Information Model (BIM) of minimum LOD 350.

Clause 14 A

Carrying out part work at risk & cost of contractor

If contractor:

- i. At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice of 7 working days, in writing in this respect from the Engineer-in-Charge; or
- ii. Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 working days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
- iii. The Engineer-in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:
 - a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
 - b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.
- iv. The Engineer-in-Charge shall determine the amount, recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor.
- v. The amount spent on the items/work(s) got executed by the Engineer-in-Charge and an additional 7.5% of such amount will be recovered from the contractor and the same would be credited to the Government with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract.
- vi. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor, provided always that action under this clause shall only be taken after giving notice in writing to the contractor.
- vii. Any expenditure incurred or to be incurred by Government (including 7.5% additional amount, mentioned in para (v) above) in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or to be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or as per agreement shall be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.
- viii. If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.
- ix. In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account with a view to the execution of the work or the performance of the contract.

Clause 15

Suspension of Work

- (i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following 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 Engineer in- Charge.
- (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
 - (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 Engineer-in-Charge 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 Engineer-in- Charge 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 Engineer-in-Charge 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 Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer in- Charge 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 IIT Madras or where it affects whole of the works, as an abandonment of the works by IIT Maadras, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by IIT Madras, 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 Engineer-in-Charge 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 Engineer-in-Charge 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 Engineer-in charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of 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 authorized subordinates in charge of the work or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to 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 twelve months (six months in the case of work costing Rs. 10Lac and below except road work) 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 specified 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 authority specified in schedule 'F' may consider reasonable during the preparation of on account bills or final bill or any other amount due to the contractor, 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 along with other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

Clause 17

Damages and Defects liability

17.1 During progress of work

If the contractor or his working staff or workers damage any part of the work in the scope of contract, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass, grassland, cultivated ground, etc. contiguous to the premises on which the work or any part of it is being executed, the contractor shall make good the same at his own cost.

Contractor shall repair/replace and restore the damaged structures/services in a time bound manner as required and as directed by the Engineer-in-Charge. Contractor shall not be given any benefit of

hindrance caused in the execution of the work owing to such damaged structure/service and time taken in its restoration by the contractor.

17.2 During defect liability period

The contractor shall be responsible for all the defects and deficiencies in the work within the scope of this contract, during the defect liability period as defined in the Schedule-F . The liability of contractor for defects and deficiencies may arise due to:

- (a) Improper planning and design of the project, if in the scope of contract.
- (b) Works, Tools, Plant & Machinery, Materials or Workmanship not being in accordance with this contract.
- (c) Improper upkeep & maintenance during construction of the work.
- (d) Improper upkeep, operation and/or maintenance during defect liability period, if these are in the scope of this contract.
- (e) Failure by the contractor to comply with any other obligation under this contract.

Such defects and deficiencies shall be made good by the contractor at his own cost after getting instructions/notice from the Engineer-in-Charge within the time period specified in such instructions/notice.

17.3 Structural soundness

The contractor shall follow the good engineering practice for safety, serviceability and structural soundness of the building/ structure/road work etc. as covered in the scope of contract.

17.3.1 Structure design in the scope of contract

The contractor shall have obligation to rectify all defects in the structural elements or any other part of building/structure/road etc. due to design deficiency at his own cost for 10 (ten) years from the date of completion as recorded in the completion certificate by the Engineer-in-Charge. Such defects shall be made good by the contractor at his own cost after getting instructions/ notice from the Engineer-in-Charge within the time period specified in such instructions/notice and as per the methodology duly approved by the Engineer- in-Charge.

17.3.2 Structure design not in the scope of contract

The contractor shall not be liable for design deficiency.

17.3.3 Liability for execution

The contractor shall be fully liable for any deficiency in structural soundness of work owing to execution of the work under the scope of this contract. The contractor shall have obligation to rectify all defects in the structural elements owing to any deficiency in execution of work at his own cost for 10 (ten) years from the date of completion as recorded in the completion certificate by Engineer-in-Charge. Such defects shall be made good by the contractor at his own cost after getting instructions/notice from the Engineer-in-Charge within the time period specified in such instructions/notice and as per methodology duly approved by the Engineer-in-Charge.

17.4 Methodology for rectification of defects

The design, methodology and quality of rectification of defects carried out by the contractor shall be as per sound engineering practice.

17.5 Contractor's failure to rectify defects as defined in the sub-clauses 17.1, 17.2, 17.3 & 17.4.

In the event that the contractor fails to repair or rectify the defect or deficiency within the period specified by the Engineer-in-Charge, the Engineer-in-Charge shall be entitled to get the same repaired, rectified or remedied at the contractor's cost and recover such amount from any dues like performance guarantee, security deposits etc. available with Engineer-in-Charge. Engineer-in-Charge may take action for debarment of contractor from tendering in the department by following due process. For inaction or failure to rectify the defects covered under sub clause 17.3 within specified time limit, the Engineer-in-Charge may also initiate legal and/or other actions under other applicable laws in addition to other remedies available in the contract.

17.6 Release of security deposit

Fifty percent (50%) of the security deposit of the contractor shall be retained for a period of 18 (eighteen) months from the date of completion of work as per completion certificate issued by the Engineer-in-Charge or till the final bill has been passed whichever is later. This balance fifty percent (50%) security deposit shall be released after completion of defect liability period.

Provided further, that the security deposit shall be released within a month of its due date as stated above only if satisfactory performance is observed during the said period and after deduction of IIT Madras dues from the contractor, if any.

Provided further that if the release of security deposit is delayed because of delay in passing the final bill by the Engineer-in-Charge then simple interest @0.25% per month of the due security deposit amount, shall be paid for the period of delay not attributable to the contractor.

Clause 18A

Recovery of Compensation paid to Workmen

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

Clause 18B

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, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, IIT Madras is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act, and the rules, under Clause 19H or under the CPWD Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Contractors, IIT Madras 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 IIT Madras under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, IIT Madras 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 IIT Madras to the contractor whether under this contract or otherwise IIT Madras 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 IIT Madras full security for all costs for which IIT Madras might become liable in contesting such claim.

Clause 19

Labour Laws to be complied by the Contractor

The contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971. The contractor shall also obtain a valid license under the said Act before the commencement of the work, and continue to have a valid license until its completion.

The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

The contractor shall also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986, amended by Amendment Act No. 35 of 2016 and thereafter time to time.

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

The contractor shall also comply with the provisions of Sexual Harassment of Women at Workplace (Prevention Prohibition and Redressal) Act, 2013 and amendment thereafter time to time.

Any failure to fulfil these requirements shall attract the penal provisions of the relevant act and in this contract.

Clause 19A

No person below the age of fourteen years shall be employed on the work. However Adolescent Persons can be employed on non-hazardous works/process.

Clause 19B

Payment of Wages

- (i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the

provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971 and Gazette Notification 19.01.2017, S.O 188 (E) extra ordinary part 2 – sec. 3

- (ii) amended time to time.

Thus higher of the wages either notified by Govt. of India, Ministry of Labour and/or that notified by the local administration of the State Govt. both relevant to the place of work and the period of reckoning shall be paid by the contractor to the labourer.

- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable
- (iv) (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of nonfulfillment of the conditions of the contract for the benefit of the workers, nonpayment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/ 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.
- (v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, Gazette Notification 19.01.2017, S.O 188 (E) extra ordinary part 2 – sec. 3 (ii) and the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

- (vi) The contractor shall indemnify and keep indemnified IIT Madras against payments to be made under and for the observance of the laws aforesaid and the CPWD Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub- contractors.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

Clause 19C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per CPWD Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and to provide necessary facilities as aforesaid, he shall be liable to pay a penalty as mentioned in Schedule 'F' for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in that behalf from the contractor.

Clause 19D

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

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

Failing which the contractor shall be liable to pay to IIT Madras, a sum as mentioned in Schedule F for each default or materially incorrect statement. The decision of the Divisional Officer/ Project Manager/ Assistant Executive Engineer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

Clause 19E

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by

Government from time to time for the protection of health and sanitary arrangements for workers employed by the IIT Madras and its contractors.

Clause 19F

Leave and pay during leave shall be regulated as follows:

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

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.
4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix -I and II, and the same shall be kept at the place of work.

Clause 19G

In the event of the contractor(s) committing a default or breach of any of the provisions of the CPWD, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the IIT Madras a sum as mentioned in Schedule F for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to as mentioned in Schedule F per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the CPWD Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If

the contractor(s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/ their own expense and as per approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

Clause 19H

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

- (i)
 - (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.
 - (b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.
 - (c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
 - (d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- (iii) Water Supply - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.
- (iv) The site selected for the camp shall be high ground, with removed from jungle clearances, if required.
- (v) Disposal of Excreta - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements

may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.

- (vi) Drainage - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
- (vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- (viii) Sanitation - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

Clause 19I

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.

Clause 19J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by unauthorized person(s) during construction, and is handed over to the Engineer- in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a compensation shall be levied as per clause 2 of the agreement, by the Superintending Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

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

Clause 19K

Employment of skilled/semi-skilled workers

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

Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

The contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled workers engaged in the project in coordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen. The cost of such training as stated above shall be born by the contractor. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.

Clause 19L

Contribution of EPF and ESI

It will be mandatory for all the agencies to register with ESI and EPFO departments within 30 days of the award of the work unless exempted by the provisions of ESI and/or EPFO and as amended time to time.

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-Charge to the contractor on actual basis.

The verification of deployed labour will be done through biometric attendance system or any other suitable method by the Engineer-in-Charge.

The agency shall submit an affidavit on a stamp paper of Rs. 100 that the employees were engaged fully and exclusively on the work for which the claim is being made.

The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

Clause 19 M

Sexual Harassment of Women at Workplace

The contractor shall comply with all provision(s) and guideline(s) of Sexual Harassment of Women at Workplace (Prevention Prohibition and Redressal) Act, 2013 and amendment thereafter time to time or any other rules framed under any labour law affecting women worker(s).

Clause 20

Minimum Wages Act to be Complied With

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, Gazette Notification 19.01.2017, S.O 188 (E) extra ordinary part 2 – sec. 3 (ii) amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

Clause 21

Work not to be sublet, Action in case of in solvency

The contract shall not be assigned or sublet without the written approval of the Engineer-in- Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly,

be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Government/ IIT Madras 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 Engineer-in-Charge on behalf of the Director, IIT Madras shall have power to adopt the course specified in Clause 3 hereof in the interest of IIT Madras and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 22

Quality Assurance and Supervision for Execution Part of Work

22.1 Quality of Materials and Workmanship

- (i) The Contractor shall ensure that the Materials and workmanship are in accordance with the requirements specified in this Agreement, Specifications and Standards and Sound Engineering practice. The work shall be of the specified quality and standard, both in respect of ingredients as well as the intended functions it is supposed to perform for service life.
- (ii) The Contract warrants that all Materials shall be new, unused, not reconditioned, unless otherwise allowed as per contract or by Engineer-in-Charge, and in conformity with Specification and Standards, Applicable Laws and Sound Engineering Practice, and that the Contractor shall not use any materials which are generally recognized as being deleterious under Sound Engineering Practice.

22.2 Quality Assurance System

The Contractor shall devise a quality assurance mechanism to ensure compliance with the provisions of this Agreement (the “Quality Assurance Plan” or “QAP”).

- (i) The Contractor shall, submit to the Engineer-in-Charge, its Quality Assurance Plan 15(fifteen) days in advance of start of the execution stage specified in the NIT. The Engineer-in-Charge shall convey its comments to the Contractor within a period of 7 (seven) days of receipt of the QAP stating the modifications, if any, required and the Contractor shall incorporate those in the QAP conforming with the provisions of this clause. The QAP shall include the following:
 - (i) Contractor’s Organization & structure, duties and responsibilities of individual key personnel, quality policy of contractor, procedure for control of nonconformities and corrective action, inspections and documentation.
 - (ii) Internal quality audit system.
 - (iii) Machinery, Shuttering, other Tool & Plants, etc. required to be deployed at site.
 - (iv) Method statement of important activities. These can be submitted as per the sequencing of the activities of the work.
 - (v) Quality control mechanism including sampling and testing of Materials, test frequencies, standards, acceptance criteria, testing facilities, reporting, recording and interpretation of test results, approvals, proforma for testing and calibration in accordance with the Specifications and Standards and Sound Engineering Practice; and Material Lot size, number of required tests and frequency of testing for different construction materials.

All the relevant and applicable codes, specifications and standards, as well as the acceptance criteria for various items of work, workmanship, materials and process employed needs to be mentioned.

- (vi) Check-list for various items and materials.
- (vii) Formats for site documentation, monthly reports on implementation of QAP.

(ii) Sampling of materials

All samples of materials including Cement Concrete Cubes shall be taken by the QA engineers deployed by the Contractor and shall be witnessed by the Engineer- in-Charge or his authorized representatives as specified in NIT. All the necessary assistance, facilities and safety shall be provided by the contractor. Cost of sample of materials and testing charges shall be borne by the contractor and he/she is responsible for safe custody of samples to be tested at site.

(iii) Testing of Materials

The contractor shall establish temporary field laboratory of adequate size with all necessary facilities. Field laboratory shall be equipped with the testing equipment for conducting routine field tests as per this contract. It will also have copies of standards, BIS codes, IRC codes, relevant publications.

All the tests in field lab setup at construction site shall be carried out by the QA Staff deployed by the contractor and shall be witnessed by the Engineer-in-Charge or his authorized subordinates as specified in NIT. The contractor shall provide all necessary facility to them for witnessing the tests in the field laboratory. In general, contractor shall carry out 90% of field tests in site laboratory and 10% tests shall be got carried out from outside laboratory as indicated below. Contractor shall endeavor to obtain test reports for tests conducted from outside laboratory in a reasonable time.

(iv) Maintenance of Register of Test –

- (a) All the entries in the register of test are to be made by the designated QA Engineers of the contractor and same is to be regularly reviewed by the field officers as well as the Engineer-in-Charge. The contractor shall allow inspection of such records any time as desired by Engineer-in-Charge or his authorized representative.
- (b) All the tests carried out at construction site or outside laboratories are to be maintained by the contractor in the prescribed format in the test registers provided by the contractor and duly authenticated by Engineer-in-Charge. The test reports shall also be maintained in hard file.
- (c) Contractor is responsible for maintenance and safe custody of all the test registers and test records.
- (d) Mandatory test conducted as per approved proforma shall be attached with each Running bill. Submission of copy of all test registers and material at site register along with each alternate Running Account Bill and with Final Bill is mandatory.

(v) Maintenance of Material at Site (MAS) Register-

- (a) MAS register of the key materials including Cement, and Steel, Bitumen, Paint, Primer, Distemper, Varnishes, Tile Adhesive, Admixture, Anti termite chemical, Water proofing compound material and other items as required by Engineer-in-Charge, and shall be maintained as per proforma in Appendix-XX of GCC. All the entries in the MAS registers are made by the designated staff of the contractor and the same is reviewed weekly by the authorized representative and fortnightly by the Engineer-in-Charge. However, Contractor is responsible for maintenance and safe custody of MAS registers.
- (b) The self-attested copies of tax paid bill of all the materials entered in the MAS register shall be submitted in the contractor at the time of review by representative of the Engineer-in-Charge. In case of any doubt, genuineness of the tax paid bills; it can be verified by the representative of the Engineer-in-Charge or the Engineer-in-Charge, however, onus of genuineness of tax paid bills rest with the contractor.

- (vi) The Contractor shall procure all relevant codes, publications, apparatus and instruments, fuel, consumables, water, electricity, labour, materials, samples and qualified personnel as are necessary for examining and testing the Works, Materials and workmanship in accordance with the Quality Assurance Plan.
- (vii) All the cost of testing including cost of samples, packaging, transportation, testing charges of Construction, Materials and workmanship under this clause shall be borne by the contractor.
- (viii) The contractor shall submit monthly quality progress report on implementation of the provisions of Quality Assurance Plan on the format approved by the Engineer- in-Charge.

22.3 Samples

The Contractor shall, at its own expense and without delay, provide the samples of Materials and relevant information like Manufacturer's test reports, standard samples of manufactured Materials and Samples of such other Materials as the Engineer-in- Charge may require for review and approvals in accordance with Clause 10A of GCC before actual use.

22.4 Test

- (i) For determining that the Works conform to the Specifications and Standards, the Engineer-in-Charge shall require the Contractor to carry out or cause to be carried out tests, at such time and frequency and in such manner as specified in this Agreement and in accordance with sound engineering practice for quality assurance. Frequency and the manner in which tests shall be conducted shall be in the following order of preference:
 - (a) Contract provisions.
 - (b) CPWD specifications.
 - (c) BIS codes.
 - (d) IRC codes.
 - (e) MoRTH Specifications.
 - (f) International Codes.
 - (g) Manufacturer's specifications.

Outside tests shall be conducted at Government labs /IITs/NITs and other approved laboratories by the Engineer-in-Charge for testing of materials

- (ii) The Contractor shall, with due diligence, carry out all the tests in accordance with the Agreement and furnish the results thereof to the Engineer-in-Charge. The Engineer-in-Charge or his authorized representative shall witness or participate during the testing as specified in NIT. The contractor shall provide all necessary assistance for witnessing/participating in the field tests.
- (iii) In the event that results of any tests conducted under this clause establish any defects or deficiencies in the Works, the Contractor shall carry out remedial measures at its own cost and furnish a report to the Engineer-in-Charge in this regard. The Engineer-in-Charge shall require the Contractor to carry out or cause to be carried out tests to determine that such remedial measures have brought the works into compliance with the Specifications and standards and the procedure shall be repeated until such Works conform to the Specifications and Standards.

22.5 Method Statement

The 'Method statement' is a statement by which the construction procedures for important activities are stated, checked, and approved. The method statement shall be prepared for important activities as identified by the contractor as mentioned in QAP or any other activity as instructed by Engineer-in Charge. The 'Method statement', should have a description of the item with elaborate procedure in steps to implement the same, the specifications of the materials involved, equipment to be deployed, measures for ensuring safety, their testing and acceptance criteria, precautions to be taken, mode of measurement, etc. The Contractor shall, at least 15 (fifteen) days prior to the commencement of activities, submit to the Engineer-in-Charge for review, the method statements proposed to be adopted for executing the various items of work. The Engineer- in-Charge shall complete the review and convey its comments, if any, to the Contractor within a period of 07 (seven) days from the date of receipt of the proposed methodology from the Contractor.

22.6 Inspection & review by the Engineer-in-Charge and External Audit.

The Engineer-in-Charge, his authorized subordinates, senior officers of department, QA unit or any other third party may inspect and review the progress and quality of the work and issue appropriate directions to the Contractor for taking remedial action in the event the work is not in accordance with the provisions of this Agreement. The work may be inspected at any time/stage by external inspection teams like CTE or TE, Third Party Quality assurance agency, IIT team etc. may conduct inspection of the quality of the works. The findings of the inspections shall be notified to the Contractor for taking remedial action in accordance with the agreement. The Contractor shall provide all assistance as may be required by the inspection teams in the conduct of its inspection here under.

Suitable actions shall be taken as per the provisions contained in the relevant clauses of the agreement, if the work is not found to be as per specifications or quality as specified in the agreement.

22.7 Inspection of records

The Engineer-in-Charge or his authorized representative shall have the right to inspect the records of the Contractor relating to the works.

22.8 Inspection of Works

- (i) The Engineer-in-Charge and his authorized subordinates shall at all times;
 - (a) have full access to all parts of the site and to all places from which natural materials are being obtained for use in the works; and
 - (b) during production, manufacture and construction at the site and at the place of production, be entitled to examine, inspect, measure and test the materials and workmanship and to check the progress of the manufacturer of Materials.
- (ii) The Contractor shall give the Engineer-in-Charge and its authorized representative access, facilities and safety equipment for carrying out their obligations under this Agreement.

22.9 Examination of work before covering up/ Test Check of item of Work

In respect of the work which the Engineer-in-Charge or his authorized representatives are required to examine, inspect, measure or test before it is covered up or put out of view or any part of the work is placed thereon, the Contractor shall give notice to the Engineer-in-Charge whenever any such work is ready and before it is covered up. The Engineer-in-Charge shall then either carry out the examination, inspection or testing without unreasonable delay within 7 days, or promptly give notice to the Contractor that the Engineer-in-Charge does not require him to do so. Provided,

however, that if any work is of a continuous nature where it is not possible or prudent to keep it uncovered or incomplete, the Contractor shall notify the schedule of carrying out such work to give sufficient opportunity, not being less than 3(three) business days' notice, to the Engineer-in-Charge to conduct its inspection, measurement or test while the work is continuing. Provided further that in the event the Contractor receives no response from the Engineer-in-Charge within a period of 3 (three) business days from the date on which the Contractor's notice hereunder is delivered to the Engineer-in-Charge, the Contractor shall be entitled to assume that the Engineer-in-Charge would not undertake the said inspections.

22.10 Rejection

- (i) If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, design or workmanship is found to be defective or otherwise not in accordance with the provisions of this Agreement, the Engineer-in-Charge may reject such piece of work, Plant, Materials, design or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the requirements of this Agreement.
- (ii) If the Engineer-in-Charge requires a Piece of work, Plant, Material, design or workmanship to be retested, the tests shall be repeated on the same terms and conditions, as applicable in each case. If the rejection and retesting cause the department to incur any additional costs, such costs shall be recoverable by the Engineer-in-Charge from the Contractor and may be deducted by the Engineer-in-Charge from any amount due to be paid to the Contractor.
- (iii) The Contractor shall not be entitled to any extension of time on account of rectifying any defect or retesting as specified in this clause.
- (iv) Examination, inspection, measurement or testing of any Plant, Material, design or workmanship by the Engineer-in-Charge or its failure to convey its observations or to examine, inspect, measure or test shall neither relieve the Contractor of its obligations and liabilities under this Agreement in any manner nor shall the Engineer-in-Charge be liable for the same in any manner.

22.11 Remedial work

- (i) Notwithstanding any previous test or certification, the Engineer-in-Charge may instruct the Contractor to:
 - (a) remove from the site and replace any piece of work, plant or materials which are not in accordance with the provisions of this Agreement.
 - (b) remove and re-execute any work which is not in accordance with the provisions of this Agreement and the Specification and Standards; and
 - (c) execute any work which is urgently required for the safety of the Project, whether because of an accident, unforeseeable event or otherwise.
- (ii) If the Contractor fails to comply with the instructions issued by the Engineer-in-Charge under aforesaid para, within the time specified in the notice or as mutually agreed, the Engineer-in-Charge may get the work executed by another agency. The cost so incurred by the Engineer-in-Charge for undertaking such work shall, without prejudice to the rights of the Engineer-in-Charge to recover damages in accordance with the provisions of this Agreement, be recoverable from the Contractor and may be deducted by the Engineer-in-Charge from any amount due to be paid to the Contractor.

22.12 Quality Control Records

The Contractor shall hand over authenticated copy of all its quality control records and documents to the Engineer-in-Charge before the Completion Certificate is issued.

22.13 Video recording

During the Construction Period, the Contractor shall provide to the Engineer-in-Charge for every calendar quarter, a video recording which will be compiled into a 15 (fifteen) minutes digital video covering the status and progress of work in that quarter. Video recording should show different activities, stage of work, quality assurance activities etc. including animation, graphs, digital maps, commentary, sub titles, etc. spread over the quarter. The video recording shall be provided to the Engineer-in-Charge no later than 15 (fifteen) days after the close of each quarter to be reckoned from next full month of date of start of work.

22.14 Suspension of unsafe Construction Works

- (i) Upon recommendation of the Engineer-in-Charge to this effect, or on his own volition in cases of emergency or urgency, the Engineer-in-Charge may by notice require the Contractor to suspend forthwith the whole or any part of the Works if, in the reasonable opinion of Engineer-in-Charge, as the case may be, such work threatens the safety of the Users and or other persons on or about the Project. Provided, however, that in case of an emergency, the Engineer-in-Charge may suo moto issue the notice referred to hereinabove.
- (ii) The Contractor shall, pursuant to the notice under above para, suspend the Works or any part thereof for such time and in such manner as may be specified by the Engineer-in-Charge and thereupon carry out remedial measures to secure the safety of suspended works, the Users, other persons and vehicles on or about the Project. The Contractor by notice require the Engineer-in-Charge to inspect such remedial measures forthwith and request for revocation of suspension. Upon reviewing the remedial measures, the Engineer-in-Charge shall either revoke such suspension or instruct the Contractor to carry out such other and further remedial measures as may be necessary and reasonable and the procedure set forth in this Clause shall be repeated until the suspension hereunder is revoked.
- (iii) Subject to other provisions of the agreement, all reasonable cost incurred for maintaining and protecting the Works or part thereof during the period of suspension (the "Preservation Costs") shall be borne by the contractor, if in the opinion of Engineer-in-Charge suspension is on account of reasons attributable to the contractor.
- (iv) If suspension of Work is for reasons not attributable to the Contractor, the Engineer-in-Charge shall determine any Time Extension, if required, in accordance with the provisions of clause-5.

22.15 Online maintenance of Site records including testing records.

The Engineer-in-Charge may require the contractor to upload all the site records in any online system devised by him. The contractor shall have to ensure that all the required site records, as desired by the Engineer-in-Charge shall be uploaded in this online system. Nothing extra on this account shall be payable to the contractor. In case these records are to be maintained in any online module then contractor shall comply with this.

Clause 23

Changes in firm's Constitution to be Intimated

Where the contractor is a partnership firm/company/LLP, the prior approval in writing of the Engineer-in-charge shall be obtained before any change is made in the constitution of the firm/company/LLP. Where

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

Clause 24

Life Cycle Cost

Deleted vide OM No. DG/CON/329 dated 03.06.2022

Clause 25

Settlement of Disputes by Conciliation and Arbitration

Except where otherwise provided in the contract all question and disputes relating to the meaning of the specifications, designs, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used 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 of these conditions or otherwise concerning the works or the execution or failure to executes the same whether arising during the progress of work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned herein after.

(i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-charge or any matter in connection with or arising out of the Contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decisions within a period of one month from the receipt of the contractor's letter.

(ii) If the Superintending Engineer fails to give his instructions or decisions in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer, the contractor may, within 15 days of the receipt of Superintending Engineer's decision appeal to the Chairman (Engineering Unit), IITM who shall afford an opportunity to the contractor to be heard, if the matter so desires and to offer evidence in support of his appeal. The Chairman (Engineering Unit), IITM shall give his decision within 30 days of receipt of contractor's appeal.

(iii) If the contractor is dissatisfied with the decision of the Chairman (EU) of IITM, he shall within 30 days of the receipt of the decision shall give notice to refer the dispute to the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Chairman (EU). The Dispute Redressal Committee (DRC) shall give its decision within a period of 30 days from the receipt of Contractor's appeal. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or the contractor is dissatisfied with the decision of Dispute Redressal Committee (DRC), then the contractor may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), can appeal to the Director. The Director shall give his decision within 30 days of appeal. If the contractor is not satisfied with the decision of the Director, he may request Director for appointment of arbitrator on prescribed proforma as per Appendix XV of CPWD, failing which the said decision shall be final and binding on the contractor.

(iv) Except where the decision has become final, binding and conclusive in terms of Sub para (iii) above, disputes or differences shall be referred for adjudication through a sole arbitrator appointed by the Director, IITM. 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 proceed with the reference from the stage at which it was left by his predecessor.

(v) It is a term of this contract that the party invoking arbitration shall give 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 Director, IITM of the appeal. It is also a term of this contract that no person other than a person appointed by such Director, IITM, as aforesaid should act as arbitrator.

(vi) 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 IITM shall be discharged and released of all liabilities under the Contract in respect of these claims.

(vii) 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 thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

(viii) It is also term of this Contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the Director, IITM and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/- the arbitrator shall give reasons for the award.

(ix) 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.

(x) It is also a term of the Contract that the arbitrator shall be deemed to have entered on the reference on the date of 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 IIT Madras against Patent Rights

The contractor shall fully indemnify and keep indemnified the Director, IIT Madras against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made or action brought against IIT Madras in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the Director, IIT Madras 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

Withholding and lien in respect of sum due from Contractor

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

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or IIT Madras will be kept withheld or retained as such by the Engineer-in-Charge or IIT Madras 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 Engineer-in-charge or the IIT Madras 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) IIT Madras 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 IIT Madras 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 Government to the contractor, without any interest thereon whatsoever.

Provided that the IIT Madras shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Engineer-in-charge.

Clause 28

Lien in respect of claims in other Contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-charge or the IIT Madras or any other contracting person or persons through Engineer-in-charge against any claim of the Engineer-in-charge or IIT Madras or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-charge or the IIT Madras

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 Engineer-in-charge or the IIT Madras will be kept withheld or retained as such by the Engineer-in-charge or the IIT Madras 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 29

Employment of coal mining or controlled area labour not Permissible

The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 km (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted. Where ceiling price for imported labour has been fixed by State or Regional Labour Committees, not more than that ceiling price shall be paid to the labour by the contractor. The contractor shall immediately remove any labourer who may be pointed out by the Engineer in-Charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to IIT Madras a sum calculated at the rate of Rs.100/- per day per labourer. The certificate of the Engineer-in-Charge about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872.

Explanation:- Controlled Area means the following areas:

Districts of Dhanbad, Hazaribagh, Jamtara - a Sub-Division under Santhal Pargana Commissionery, Districts of Bankuara, Birbhum, Burdwan, District of Bilaspur.

Any other area which may be declared a Controlled Area by or with the approval of the Central Government.

Clause 30

Water for Works

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

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

Clause 31

Alternate water arrangements

The contractor will not be allowed to construct temporary wells in IIT Madras land for taking water for construction purposes .

Clause 32

Employment of Technical Staff and employees

Contractors Superintendence, Supervision, Technical Staff & Employees

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

As per tendered amount (worked out on the basis of quoted rate of individual items) and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. Even if the contractor (or partner(s) in case of firm/ company) is himself / herself an Engineer, it is necessary on the part of the contractor to Employ principal technical representative / technical representative(s) as per stipulation 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(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the 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(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the 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-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

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 Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or

CPF deduction issued to the Engineers employed by him) along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

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

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

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

- (iii) For works with estimated cost more than Rs. 10 Crores and stipulated time period more than 6 months :

The contractor shall ensure that at least one deployed technical representative shall be trained in courses related to CPWD specifications, labour laws, safety rules etc. of duration not less than 5 working days either through National CPWD Academy (NCA) or National Institute of Construction Management and Research (NICMAR) or CIDC or any other similar reputed and recognized Institute managed or certified by State/ Central Government. The training cost and other cost related to training shall be borne by the contractor. The contractor shall ensure that at least one technical representative is trained within six months of start of work. The time period of six months can be relaxed by the Engineer-in-Charge depending upon the frequency of training course organized by NCA.

If the contractor fails to ensure that at least one technical representative is trained in the above mentioned course till completion of work or one year from start of work, whichever is earlier, then a non-refundable recovery of Rs. 50,000/- shall be made from the bill of the contractor. Decision of Engineer-in-Charge in this regard shall be final and binding on the contractor.

- (iv) Building Information Model (BIM) professional shall be deployed by the contractor for the work wherever BIM is applicable.

The BIM professional shall be available exclusively for this work from stipulated date of start and till actual date of completion of project.

The recovery shall be made from bill of contractor in case of non-deployment of BIM Professional as mentioned in Schedule 'F' of NIT without giving any notice in writing.

The decision of Engineer-in-Charge in this respect shall be final and binding on the contractor.

Clause 33

Levy/Taxes payable by Contractor

- (i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and IIT Madras shall not entertain any claim whatsoever in this respect except as provided under Clause 34.
- (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, stone aggregate, earth, sand 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 Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

Clause 34

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

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

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

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

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

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

Clause 35

Termination of Contract on death of contractor

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-in-charge on behalf of the Director, IIT Madras shall have the option of terminating the contract without compensation to the contractor.

Clause 36

If relative working in IIT Madras then the contractor is not allowed to participate in the tendering process

The contractor shall not be allowed to participate in the tender for work(s) in the IIT Madras Division/Sub-Division responsible for award and/or execution of contract(s) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer

and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working or are subsequently employed by him and who are near relatives to any Officer working in the IIT Madras. Any breach of this condition by the contractor would render him liable to be debarred for a period upto two years from tendering in IIT Madras as decided by the accepting authority mentioned in Schedule F and his decision will be excepted from clause 25.

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

Clause 37

No Gazetted Engineer to work as Contractor within one year of retirement

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government of India/ IIT Madras in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India/ IIT Madras as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

Clause 38

Theoretical consumption of Material

(i) After completion of the work and also at any intermediate stage in the event of Non reconciliation of materials issued theoretical quantity of materials used in the work shall be calculated on the basis and method given hereunder:

- (a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the 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 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual, each diameter wise, section wise and category wise separately.
- (c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.
- (d) For any other material as per actual requirements.

Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F' For nonscheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

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

Clause 39

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 the Divisional Officer upto Rs.2,00,000/- and by the next higher officer concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the 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. (Air Raid Precaution) 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 Divisional Officer.

Clause 40

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 there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer 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 41

Release of Security deposit after labour clearance

The Security Deposit of the work shall be refunded if no labour complaint has been received from the labour officer till the due date of its payment. If a labour complaint is received during this period, the Engineer-in-Charge shall, after issue of notice in this regard to the contractor, deduct the amount required to settle the complaint from his security deposit and refund the balance amount.

In case, if part completion certificate of work is recorded then security deposit shall be released only after recording final completion certificate of the work and after completion of defect liability period whichever is later or specified otherwise in the contract.