Indian Institute of Technology (Indian School of Mines) Dhanbad

Office of **Engineering, Construction and Management Unit**

Notice Inviting *e*Tender

*e*Tender Notice

CMU-12/6/2026-CMU

04 May 2026

Civil and Electrical renovation works for Establishment of Water Jet Lab-2 at Central Workshop at IIT (ISM), Dhanbad.

Indian Institute of Technology (Indian School of Mines) Dhanbad
Police Line, Sardar Patel Nagar, Hirapur, Dhanbad 826 004 (Jharkhand)
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SECTION 1
NOTICE INVITING *e*TENDER

1.1 Notice Inviting *e*Tender

Tenders are invited on behalf of the Director, Indian Institute of Technology (Indian School of Mines) Dhanbad from the interested vendors towards the work of ***Civil and Electrical renovation works for Establishment of Water Jet Lab-2 at Central Workshop at IIT (ISM), Dhanbad.***

All interested Contractors/Vendors are requested to submit their bids online for the said work above as per detailed technical specifications given and FINANCIAL BID. Certified copies of all the scanned and uploaded documents as specified in tender document shall be submitted by the lowest tenderer only within a week physically in the office of *The Deputy Superintending Engineer, Campus Maintenance Unit, Indian Institute of Technology (Indian School of Mines) Dhanbad, Police Line, Sardar Patel Nagar, Hirapur, Dhanbad 826004 (Jharkhand)*. The important information related to tender is as following.

Date of Issue/Publishing	04 May 2026 (18:30 Hours)
Document Download/Sale Start Date	04 May 2026 (18:30 Hours)
Document Download/Sale End Date	25 May 2026 (17:00 Hours)
Last Date for submission of EMD	27 May 2026 (16:00 Hours)
Last Date and Time for uploading of Bids	25 May 2026 (18:30 Hours)
Last Date and Time for receipt of Queries	08 May 2026 (16:00 Hours)
Date and Time of opening of Technical Bids	27 May 2026 (17:00 Hours)
Pre-bid Meeting Date and Time	08 May 2026 (16:00 Hours)
Total Estimated Cost	Rs. 22,24,740/- (Rupees Twenty Two Lakhs Twenty Four Thousand Seven Hundred and Forty Only)
Date of Opening of Financial Bids	Will be informed later
Tender Fee	Nil
EMD	Rs. 56,000/- (Rupees Fifty Six Thousand Only) EMD for the specified amount shall be submitted along with the offer in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (As per Clause 8: Section 7) from any of the Commercial Banks in favour of "Director, Indian Institute of Technology (ISM) Dhanbad", Payable at Dhanbad. ***(The EMD should be valid for a period of 45 days beyond the final bid validity period)***
Performance Guarantee (PG)	(a) 5 % of the Tendered Value or Estimated Cost Put to Tender (ECPT) (whichever is higher) (b) Where the tendered amount is less than eighty percent (80%) of the estimated cost put to tender (ECPT), the Performance Guarantee, in addition to the requirement as under (a) above,

	shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount
Security deposit	2.5 % of Bill Value
Time/Period of Completion	60 (Sixty) Days
Bid Validity	90 days (from the last day of receipt of Technical Bid)

1.1 Detailed Notice Inviting *e*Tender

(1) Tenders are invited on behalf of the Director, Indian Institute of Technology (Indian School of Mines) Dhanbad.

(2) The tender shall be in prescribed form, and it shall be valid for a minimum period of 90 days from the last day of receipt of TECHNICAL BID. If the tenderer modifies or withdraws his tender within the said period of 90 days from the last day of receipt of technical bid, the tenderer shall be suspended for one year and shall not be eligible to bid for IIT (ISM) Dhanbad tenders from the date of issue of Suspension Order.

(3) The work is required to be completed in 60 (Sixty) Days from the date of issue of Work Order to commence the work or from the date of Handing Over of the site, whichever is later in accordance with the phasing, if any, indicated in the tender documents.

(4) Online (eTender) tender is invited from Contractors/Vendors who having experience of successfully completed similar type of works during last 07 (Seven) years ending last day of previous month to the one in which applications invited should be either of:

(i) One Work Order/Job of similar nature, value not less than 80% of Estimated Cost.
(ii) Two Work Orders/Jobs of similar nature, value not less than 50% of Estimated Cost.
(iii) Three Work Orders/Jobs of similar nature, value not less than 40% of Estimated Cost.

"Similar work shall mean ***Construction/Renovation works of buildings including civil and electrical installation works.***

(5) The bidding capacity of the contractor shall be equal to or more than the estimated cost of the work put to tender.

(6) No two or more concerns in which an individual as a proprietor and /or a partner shall tender for the execution of the same works, if they do so, all such tenders shall be liable to be rejected.

(7) Joint ventures (JV)/ Consortium are not accepted.

(8) The Director, IIT (ISM) Dhanbad shall be the Accepting Authority hereinafter referred to as such for the purpose of this contract.

(9) A tenderer shall produce Annual Turnover on works of the individual/firm/company from Chartered Accountant as per returns filed with Income Tax Department for the past 3 (three) financial years. Average Annual Financial Turnover during the last 3 (three) financial years, should be at least 30% of the estimated cost.

(10) Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, and in general shall themselves obtain all necessary information as to risks contingencies and other circumstances which June influence or effect their tender. A tender shall be deemed to have full knowledge of the site, whether he inspects it or not and so no extra charges consequent on any misunderstanding or otherwise shall be allowed.

(11) Submission of a tender by a tenderer implies that he/she has read this notice and other contract documents and has made himself/herself aware of the scope and specifications of the work to be done and local conditions and other factors bearing on the specification of the work.

(12) In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. The percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy. The tender submitted shall be treated as invalid if :-

(a) The contractor does not quote percentage above/below/at par on the total amount of tender or any section/sub head of the tender.
(b) The percentage above/below/at par is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.
(c) The percentage quoted above/below/at par is different in figures & words on the total amount of tender or any section/sub head of the tender.

In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below/at par) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below/at par on estimated cost of tender including all sub sections/sub heads as the case June be, but the revised percentage quoted above/below/at par on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money (EMD) shall be forfeited. If the revised tendered amount of two or more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Engineer-in-charge of major & minor component(s) , & the lowest contractors those have quoted equal amount of their tenders.

In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after suspension of each lowest contractors for one year.

(13) Tenders shall be opened on 27 May 2026 at 17:00 Hours in the presence of the tenderers at the *Office of Dy. Superintending Engineer, IIT (ISM) Dhanbad*, who may be present.

(14) Failure of the successful tenderer to carry out the tendered work the tenderer shall be suspended for one year and shall not be eligible to bid for IIT (ISM) tenders from date of issue of suspension order.

(15) A tenderer shall submit the tender which satisfies each and every condition laid down in this notice, failing which the tender will be liable to be rejected.

(16) The Institute does not bind themselves to accept the lowest or any tender.

(17) The Institute reserves the right to accept the whole or any part of the tender and the tenderer shall be bound to perform the same at his quoted rates.

(18) This Notice Inviting *e*Tender shall form part of the documents.

Dy. Superintending Engineer
IIT (ISM), Dhanbad

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SECTION 2

INSTRUCTIONS TO BIDDERS

2.1 Instructions for Online Bid Submission

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: http://eprocure.gov.in/eprocure/app). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: http://eprocure.gov.in/eprocure/app.

2.2 Registration

(a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:http://eprocure.gov.in/eprocure/app) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.

(b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

(c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

(d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.

(e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible for ensuring that they do not lend their DSCs to others, which may lead to misuse.

(f) The bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/eToken.

2.3 Tender Documents Search

(a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

(b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

(c) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

2.4 Preparation of Bids

(a) Bidders should take into account any corrigendum published on the tender document before submitting their bids.

(b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.

(c) The bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white options.

(d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

2.5 Submission of Bids

(a) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

(b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

(c) Bidder has to select the payment option as "on-line" to pay the tender fee / EMD as applicable and enter details of the instrument. Whenever EMD/Tender fees is sought, bidders need to pay the tender fee and EMD separately on-line through RTGS.

(d) A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

(e) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

(f) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.

(g) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(h) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
(i) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

2.6 Assistance to Bidders

(a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. All tender-related queries may be sent to officeofecmucivil@iitism.ac.in.
(b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315

2.6 General Instruction to Bidders

(a) The tenders will be received online through portal http://eprocure.gov.in/eprocure/app . In the Technical Bids, the bidders are required to upload all the eligibility criteria documents in .pdf format.
(b) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through https: //eprocure.gov.in/eprocure/app. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site https://eprocure.gov.in/eprocure/app under the link "Information about DSC".
(c) Tenderers are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/app.

2.7 Proforma for Earnest Money Deposit (EMD) declaration

Online Bid documents submitted by intending bidders shall be opened only of those bidders, whose EMD will be received within stipulated time.

Tenderer who qualifies the TECHNICAL BID will only be considered for opening of FINANCIAL BID, rest of the FINANCIAL BID will be rejected. **Indian Institute of Technology (Indian School of Mines), Dhanbad** reserves the right to reject any or all the tenders received.

2.8 The following tender documents must be uploaded online

Sl. No.	Name of Documents
(a)	Photocopy of PAN card.
(b)	A tenderer shall produce annual turnover on works of the individual/firm/company from Chartered Accountant as per returns filed with Income Tax Department for the past 3 (three) financial years ending 2024-25. Average Annual financial turnover during the last 3 (three) financial years ending 2024-25, should be at least 30% of the estimated cost
(c)	Photocopy of GST registration with latest monthly Return filed

Sl. No.	Name of Documents
(d)	Experience of having successfully completed similar type of works during last 07 (Seven) years ending last day of previous month to the one in which applications invited should be either of: (i) One Work Order/Job of similar nature, value not less than **80% of Estimated Cost**. (ii) Two Work Orders/Jobs of similar nature, value not less than **50% of Estimated Cost.** (iii) Three Work Orders/Jobs of similar nature, value not less than **40% of Estimated Cost.**
(e)	Bidder needs to submit scan copy of EMD amount.
(f)	Copy of registration in ESIC and EPFO
(g)	Copy of valid Electrical License.
(h)	Financial status, Balance sheet, Profit and Loss Account for last three years ending 2024-25.
(i)	Bid capacity as per format in Annexure IV
(j)	Duly filled and signed copy of Annexure I, Annexure II and Annexure III.

2.9 All the documents as specified in the tender document shall be scanned and uploaded to the e-tendering website within the period of tender submission. The original EMD should be submitted in the office of the Dy. Superintending Engineer, ECMU, IIT (ISM), Dhanbad, Police Line, Sardar Patel Nagar, Hirapur, Dhanbad, 826004 (Jharkhand). However, certified Hard copy of all the scanned and uploaded documents as specified in tender documents shall have to be submitted in two different envelop each for Technical and Financial bid written clearly on each envelop with a covering envelop clearly mentioning the work details on it by the lowest tenderer only within a week physically in the office of *The Deputy Superintending Engineer, Campus Maintenance Unit, Indian Institute of Technology (Indian School of Mines) Dhanbad, Police Line, Sardar Patel Nagar, Hirapur, Dhanbad 826 004 (Jharkhand)*.

2.10 The tender submitted shall become invalid if:

(i) The tenderer is found ineligible.

(ii) The tenderer does not upload scanned copies of all the documents stipulated in the tender document including Proforma for earnest money deposit declaration.

(iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically by the lowest tenderer in the office of tender opening authority.

(iv) If a tenderer quotes does not quote any percentage above/below/at par on the total amount of the tender or any section/sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer

(v) **Tenders received without EMD, GST and PF Registration (which are applicable) will be summarily rejected**. Tenders will be opened on stipulated date and time in the ***Office of*** *Deputy Superintending Engineer* in presence of tenderers who may like to be present. The successful tenderers shall have to comply with provision of Contract Labour (Regulation & Abolition) act 1970 and rule appended there under if applicable to him. IIT (ISM) Dhanbad reserves the right to accept or reject or cancel any or all Tender(s) either in full or part thereof or to split up, if necessary. NIT is also displayed on the website of the Institute www.iitism.ac.in.

(vi) Hardcopy of EMD is not submitted within the period of bid submission.

2.11 Clarification of Bids/ Shortfall Documents: During evaluation and comparison of bids, the Procuring Entity may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by registered/ speed post, asking the tenderer to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid, including specifications, shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in the case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then. These should be called only on the basis of the recommendations of the TC. (Example: if the Permanent Account Number, GSTN number has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate can be asked for and considered. However, no new contract should be asked for so as to qualify the bidder.

Deputy Superintending Engineer
IIT (ISM) Dhanbad

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SECTION 3

GENERAL CONDITIONS OF CONTRACT

(1) Interpretation

(a) In construing these conditions, the Specifications, the Schedule of Quantities, Tender, Special Conditions and Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.

(b) This contract shall comprise of the Articles of Agreement, General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Additional Conditions Contract (ACC), the Schedule of Quantities, Specifications, Letter of Acceptance (LoA) of tender, work order and other documents mentioned in the contents sheet attached hereto and including those to which only reference is made herein.

WORK OR WORKS: shall mean all work or works defined in Schedule of Quantities, Specifications and such other work or works as the Contractor may be entrusted with for carrying out under this contract.

EMPLOYER: shall mean The Director, Indian Institute of Technology (Indian School of Mines) Dhanbad, IIT (ISM) Dhanbad, or any officer authorized by Director for the purpose.

CONTRACTOR: shall mean the individual or Firm or Company, whether incorporated or not, undertaking the work and shall include the legal personal representative or such individual or the persons composing such Firm or Company or the successors of such Firm or Company and the permitted assignees of such individual or Firm or Firms or Company.

SITE: shall mean the site of the contract works including any buildings and erections thereon and anyother land adjoining thereto (inclusive) as aforesaid allotted by the Employer or the Engineer-In-Charge for the Contractor's use.

COMPENSATION: shall mean all sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not any damage sustained, and whether or not any damage shall have beensustained. Words imputing persons include firms and corporations, words imputing the singular onlyalso include the plural and vice versa where the context so required.

INSTITUTE: shall mean Indian Institute of Technology (Indian School of Mines) Dhanbad, IIT (ISM) Dhanbad, having its registered office at Police Line, Sardar Patel Nagar, Hirapur, Dhanbad 826 004 (Jharkhand) in the state of Jharkhand and includes a duly authorized representative of the Institute or any other person empowered in this behalf by the Institute to discharge all or any of its functions.

CONTRACT: shall mean the Notice Inviting *e*Tender and acceptance thereof and the formal Agreement, if any, executed between IIT (ISM) Dhanbad and the Contractor together with the documents referred to therein including these Condition with Appendices and any Special Conditions, including subsequent Amendments thereof, the Specifications, Drawings, Schedule of Quantities with Rates and Amounts and Schedule of Rates. All these documents taken shall be deemed to form one contract and shall be complementary to one another.

DAY: shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in thatday.

ENGINEER-IN-CHARGE: shall mean the Engineer-In-Charge officer appointed by the undertaking or his duly authorized representative who shall direct, supervise and shall be In-charge of the works for purpose of this contract.

MARKET RATE: shall be the rate as decided by the Engineer-In-Charge on the basis of the cost of materials and labour at the site where the work is to be executed, plus the percentage mentioned in schedule to cover all overheads and profit.

SCHEDULES(S): referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers issued by the Institute or the standard schedule or rates prescribed by the Institute and the amendments there to issued previous day of the last date of submission of the tender.

SITE: shall mean the lands and or other places on under in or through which the work is to be executed under the contract including any other lands or places which may be notified/indicated by or used for the purposes of the Contract.

TEMPORARY WORKS: shall mean all temporary works of every kind required in or about the execution, completion andmaintenance of the works.

URGENT WORKS: shall mean any urgent measures which in the opinion of the Engineer-In-Charge-in-charge, become necessaryduring the progress of the works to obviate any risk of accident or failure.

WEEK: shall mean 07 (Seven) days without regard to the number of hours worked any day in that week.

WORKS: shall mean the works to be executed in accordance with the contract or part(s) thereof as the case maybe and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the contract.

(2) Contract Documents

The Contractor shall be handed over one set of contract document after signing the Contract Agreement with IIT (ISM) Dhanbad. He will be required to submit minimum one original to IIT (ISM) Dhanbad. He shall keep one copy of the documents at the site in good order and the same shall at all reasonable times be available for inspection and use by the Engineer-In-Charge, his representative or by other Inspecting Officer.

(a) None of these documents shall be used by the Contractor for any purpose other than that of this contract.

(b) The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with contract are aware that the Indian Official Secret Act 1925 (XIX of 1923) applied to them and shall continue so to apply even after the execution of such works under the contract.

(3) Works to be Carried Out

The Contractor acknowledges that this bid contained all of the information required in the invitation to bid, specifically the Contractor's Percentage Price for the work to be performed. The Contractor agrees that prices as awarded include any and all cost components including profits, overhead charges and other costs, including but not limited to labour, materials, tools, equipment, insurance, transportation facilities and plant not specified to be furnished by the Institute or others. The descriptions given in the schedule of quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage, carrying in return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles, in a work like manner, to the full satisfaction of the Engineer-In-Charge.

(4) Inspection of site

The Contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, quantities and nature of work and availability of materials, equipment, labour, water and electric power, roads and uncertainties of whether or other physical conditions on the project, the sub-soil conditions, the character of equipment, plant and facilities needed. The Contractor must also acquaint himself with all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

(5) Drawings and Specifications

The Contractor shall execute whole and every part of the work in the most substantial and workmanlike manner both as regards material and otherwise in every respect in accordance with the specifications. The Contractor shall also conform exactly and faithfully to the design, drawings and instructions given in the respect of the work by the Engineer-In-Charge. The Contractor shall be furnished free of charge one copy of such

specifications and all such designs, drawings and instructions as are not included in the printed publications.

(6) Contractor to provide everything necessary

(a) The Contractor shall provide at his own cost, wherever applicable, all materials including Cement & Steel, plants, tools, appliances, implements, ladders, scaffolding, temporary works, etc. requisite or proper for the execution of the work whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or which may be necessary for the purpose of satisfying or complying to the requirements of Engineer-In-Charge, as to any manner as to which under these conditions he is entitled to be satisfied together with carriage therefore to and from the work. The Contractor shall also supply without charge the requisite number of persons with means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his/her so doing, the same may be provided by the Engineer-In-Charge at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract and/or from his Security Deposit.

(b) The Contractor shall provide himself, if applicable, with requisite quantity and quality of water for carrying out the works at his own cost. If, however, piped water is supplied by the Employer, the Contractor shallpay for the water at one percent of the total cost of the work done except on Electrical work, Air- conditioning work and Furniture work. The Contractor shall make his own arrangement for water connection and laying of further pipelines from the source of supply of the Employer. It should beclearly understood that the Employer does not guarantee to maintain un-interrupted supply of water and it will be incumbent on the part of the Contractor to make alternative arrangement of water at his own cost in the event of any temporary break-down in the water mains so that the progress of work is not held up for want of water. No claim as damages or refund of water chargeswill be entertained on account of such break-downs. However, if the Contractor is permitted to make his own arrangement to draw water from a well, hand-pump, or natural river or pond of the Employer, no charges will be made for the water drawn from the same, but the Contractor will make good any damage done to the installations and ensure that the quality of water used in the work isconforming to BIS codes and provide for any treatment at his own cost.

(c) Subject to availability the Employer may supply power at only one point from where the Contractorshall make his own arrangement for distribution including provision of electric meters, switches, fuses etc. at his own cost. These shall be in the custody of the Employer. If there is any hindrance caused to other works, the Contractor shall reroute or remove such temporary lines without any extra cost. Such temporary lines shall be removed after the completion of work. The cost of powerconsumed by the Contractor shall be payable to the employer at rates fixed by the Employer, which would be deducted from the running account bills. However, the Employer does not guarantee thesupply of power and no compensation for any failure or short supply of power shall be entertained.

(7) Authorities, Notices and Patents

(a) The Contractor shall conform to any regulations and bye-laws of any corporation and of any electricity supply company and authorities with whose systems, the structure is proposed to be connected, and shall before making any variations from the drawing and specifications that may be necessitated for so conforming by giving written notice to the Engineer-In-Charge specifying the variations proposed to be made, the reasons for making it and apply for instructions thereon. If the compliance with this clause involves any extra work not included in this contract, he shall specify these items of work and the allowance of extra payment required on their account.

(b) The Contractor shall give all notices required by the said regulations or bye-laws to be given to any Authority and pay to such Authority or to any public office all fees that may be chargeable in respect of the works and lodge the receipts with the bill to the Engineer-In-Charge for reimbursement.

(8) Rates to include all Taxes

Rates quoted by the Contractor shall include Goods and Services Tax and all other taxes in respect of this contract. The Employer shall not entertain any claim whatsoever in this respect. Tendered rates are inclusive of all taxes and levies payable under the respective statutes. However pursuant to the Constitution (Forty Sixth Amendment) Act, 1982 if any further tax or levy is imposed by Statutes, after the date of receipt of tenders and the Contractor thereupon necessarily and properly pays such taxes/levies the Contractor shall be reimbursed the amount as per the rules on producing proof of payment so made provided such payments, if any, is not in the opinion of the Employer (whose decision shall be final and binding) attributable to delay in executing of work within the control of the Contractor.

(9) Sufficiency of Tender

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

(10) Discrepancies and Adjustment of Errors

(a) The several documents forming the contract are to be taken as complementary to and shall be read in conjunction with each other and mutually explanatory of one another. In case of any conflict of meaning between the Special Conditions of Contract and the General Conditions of Contract, the provisions of Special Conditions of Contract shall override the corresponding provisions of General Conditions of Contract. Similarly, where the description of any item of work in the Tender Schedule differs from the Specifications, the description given in the Schedule of Quantities read with preamble shall have over riding effect.

(b) If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.

(c) Any error in Description, Quantity or Rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the Contractor from the execution of the whole or any part of the works comprised there in according to drawings and specifications or from any of his obligations under the contract.

(d) If any discrepancy between the rates given by the Contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary is found, the same shall be adjusted in accordance with the following rules:

- In the event of a discrepancy between words and figures quoted by a tenderer, the description in words shall prevail.
- In the event of an error occurring in the amount column of schedule of quantities as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and the amount shall be amended on the basis of the rate.
- All errors in totaling in the amount column and carrying forwarded totals shall be corrected.
- The totals of various sections of schedule of quantities amended shall carried over to the general summary and the rendered sum amend accordingly. The tendered sum so altered shall, for the purpose of the tender, be substituted for sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of totals in various sections of schedule of quantities or in general summary by the tenderer, shall be ignored.

(11) Materials

(a) All materials to be provided by the Contractor shall be in conformity with Technical Specifications and relevant Indian Standard Codes. All the Contractor's materials shall be inspected and passed by the Engineer-In-Charge-In-Charge, before their use in the works. Institute official shall be entitled at any time to inspect and examine any materials to be use in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled fabricated manufactured or any place(s) where these are laying or from where these shall be obtained and the Contractor shall, if required by the Engineer-In-Charge-In-Charge samples of materials proposed to be used in the works.

(b) The Contractor shall at his own expense supply to the Engineer-In-Charge-In-Charge samples of materials proposed to be used in the works.

(c) A list of **Preferred Makes of Material** is enclosed **(Section 11).** The list is indicative only and not exhaustive.

(12) Testing of Materials

The Contractor shall provide assistance, instruments, materials, labour and any other arrangement normally required for testing, checking of materials and workmanship as stipulated in the specifications and by statutory authority at his own cost. The Employer has the right to appoint the testing authorities.In case, Engineer-In-Charge desires testing of materials from the testing authorities, the Contractor shall arrange for the same. The testing fee of the testing authorities shall be borne by the Department, if the tested materials are found to be conforming to laid down specifications. In case after testing the materials arenot found as per specifications, then the testing fees shall be borne by the Contractor. Failing his so doing, the same shall be provided by the Engineer-In-Charge at the expense of the Contractor and the expenses shall be deducted from any money due to the Contractor under the contract and/or from the Security Deposit or proceeds thereof or of a sufficient portion thereof.

(13) Contractor's Engineer/Foreman and Workmen

(a) The Contractor shall give all necessary personal superintendence during the execution of the work and as long thereafter as the Engineer-In-Charge may consider necessary until the expiration of Defects Liability Period. The Contractor shall employ competent Site Engineer/Foreman as detailed in 'Special Conditions' and as approved by the Engineer-In-Charge whose qualification must conform to the requirement specified by the Engineer-In-Charge who shall be constantly in attendance of the work while the men are at work. Any directions, explanations, instructions or notices given by the Engineer-In-Charge to such Site Engineer or Foreman or any other authorized agent shall be held to be given to the Contractor.In case, Contractor fails to provide Engineer-In-Charge as given in Special Conditions, the Employer shall have right to appoint the necessary Engineer-In-Charge personnel requisite staff needed for proper Supervisor of work at the cost of Contractor for the period of currency of contract inclusive of Defect Liability Period.

(b) The Contractor shall on the request of the Engineer-In-Charge immediately dismiss from the works any person employed thereon who may in the opinion of the Engineer-In-Charge be unsuitable or incompetent or who may in the opinion of the Employer misconduct himself.

(14) Deviation/Variations Extent and Pricing

The Engineer-in-Charge with the approval of the Employer shall have power (i) to make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for other reasons and the contractor shall be bound to carry out the works in accordance with any instruction given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be

carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

The completion cost shall in no case, exceed 1.5 times the contract amount. Contractor will devise a system to keep a watch on quantum of work taken up vis-à-vis balance items required to complete defined scope of work and will give the alerts to Engineer-in-Charge before taking up extra items, deviations so that completion cost does not exceed above limit. Work executed beyond above limit shall neither be recorded nor be paid. Engineer-in-Charge will verify and confirm the alerts before assigning deviations and/or extra items to the contractor. If additional work(s) is required to complete defined scope of work beyond the above limit, then Engineer-in-Charge may take up such work separately. The contractor will not have any claims whatsoever on this account.

14.1 The time for completion of the work shall, in the event of any deviations and extra items resulting in additional cost over the contract amount, be extended if requested by the contractor, as follows:

(i) In the proportion which the additional cost of the work, bears to the original contract amount plus
(ii) 25% of the time calculated in (i) above.

14.2 Deviations, Extra Item and Pricing

Extra items are those items which are not available in the contract.

a. Non-Schedule Extra Items are those items which are not available in the standard schedule of rates, mentioned in Schedule F;

b. Scheduled Extra Items are those items which are available in the standard schedule of rates, mentioned in Schedule F.

a. Non Schedule Extra Item(s) – The Contractor shall within 15 days of receipt of order to execute extra item(s) or occurrence of the item(s) submit analysis of rate of extra item(s) based on the rate(s) available in the basic rate of standard schedule of rates, mentioned in Schedule F and rate(s) of the material(s) based on tax paid bills which are not available in the standard schedule of rate. For this purpose, the basic rate of the material(s) available in schedule of rate(s) will be enhanced or reduced by the applicable cost index, as the case may be.

The rate (s) of the material(s) which are not available in standard schedule of rates, mentioned in Schedule F shall be based on the tax paid bills for the material(s) as defined in the manufacturer's specification.

Material rate(s) from the standard schedule of rates, mentioned in Schedule F shall be given priority in the analysis of rate (s). The rate of the extra item will be

I. Analyzed rate(s) as above multiplied by (contract amount divided by estimated cost put to tender), if tendered amount is below the estimated amount put to tender
II. Analyzed rate, if the contract amount is above the estimated amount put to tender

Failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding.

Where the contractor submits analysis of rate(s) of extra item(s) in the manner prescribed above, the Engineer-in-Charge shall, within 60 days of the receipt of the analysis of rate, after giving consideration to the analysis of rate and other documents submitted by the contractor, determine the rate(s) of extra item(s). The contractor shall be paid in accordance with the rate(s) so determined.

However, provisional rate(s) on the basis of invoice will be allowed by the Engineer-in-charge. Invoice shall be accepted only for material(s) not available in the standard schedule of rates, mentioned in Schedule F. The contractor while submitting the tax paid bill of purchased material(s) shall ensure that the rate(s) of material(s) are reasonable and lowest available in the market. If Engineer-in-charge feels rates in tax paid bills submitted by the contractor are not reasonable then he can modify the rate(s) after giving a notice to the contractor. Engineer-in-charge is the final authority to decide applicable rate(s) of material(s).

b. Scheduled Extra Item(s) –

i. For percentage rate tender, the extra item(s) shall be paid as per the standard schedule of rate, enhanced or reduced by the applicable cost index and further enhanced or reduced by the percentage above/below quoted by the contractor or estimated cost put to tender.

ii. For item rate tender, the extra item(s) shall be paid as per the standard schedule of rate, enhanced or reduced by the applicable cost index and multiplied by (contract amount divided by the estimated cost put to tender)

c. Deviations, Deviated quantities and Pricing

In the case of contract items which exceed the limit laid down in Schedule F, the contractor may within 15 days of the receipt of order or occurrence of the excess, claim revision of rates, supported with proper analysis of rates and other documents, as per procedure described in 14.2 a and b as applicable, for the quantities in excess of the above-mentioned limit. The Engineer-in-Charge shall within 60 days of receipt of the claims after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates and the contractor shall be paid in accordance with the rates so determined. In case the contractor fails to submit his claim for revision of rates within 15 days of receipt of order or occurrence of the excess, the Engineer-in-Charge shall determine the rate(s) of such items in accordance with para 14.2 (a) and (b) without giving any notice to the contractor.

The rates so determined by the Engineer-in-Charge shall be final and binding. The rate(s) of extra items and deviated items so determined by the Engineer-in-Charge shall be final and binding on the contractor.

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

14.4 Latest available Cost Index at the time of beginning of execution of extra item and deviation shall be used in sub clauses 14.2 (a, b and c) for calculation of rates of extra items.

14.5 Labour rates will be based on latest available circulars issued by Central or State Govt. whichever are applicable for the work.

(15) Faulty materials, Workmanship and Defects after completion

(a) The Engineer-In-Charge shall have powers to require the removal from the site of all materials and work whichin his opinion are not in accordance with specifications and in case of default, the Engineer-In-Charge shall beat liberty to employ other persons to remove the same without being answerable or accountable forany loss or damage that may happen or arise to such materials to be substituted thereof and in caseof default the Engineer-In-Charge may cause the same to be supplied and all costs which may attend such removal and/or substitution are to be borne by the Contractor.

(b) If it shall appear to the Engineer-In-Charge or to the Employer based on audit/technical examination, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, any defects, shrinkage or other faults which may appear within the defects liability period of Thirty Six Months from the date of completion arising in the opinion of the Engineer-In-Charge, the Contractor shall on demand in writing which shall be made within Thirty Six Months of the completion of the work from the Engineer-In-Charge specifying the work, materials, articles defects or other faults 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 cost. In case of any such failure, the Engineer-In-Charge may rectify or remove or re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and cost in all respects of the Contractor.

(c) In lieu of rectifying the work not done in accordance with the contract, the Employer may, allow such work to remain, and in that case make allowance for the difference in value, together with such further reduction as in his opinion may be reasonable. However, this will not cover those works which are not technically acceptable.

(d) Provided always that nothing in this clause shall relieve the Contractor from his liability to execute the works in all respects in accordance with the terms and conditions of this contract, or from his liability to make good all defects.

(16) Works to be open for inspection

(a) All works under or in course of execution or executed in pursuance of the contract

shall at all timesbe open to the inspection and supervision of the Engineer-In-Charge and the Contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-In-Charge to visit the works shall have been given to the Contractor, either himself be present to receive order and instruction or have a responsible agent duly accredited in writing present for thatpurpose.

(b) The Contractor shall give not less than seven days' notice in writing to the Engineer-In-Charge before coveringup or otherwise placing beyond the reach of measurement any work in order that the same may bemeasured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up and place beyond the reach of measurement, any work without the consent in writing of the Engineer-In-Charge and the Engineer-In-Charge shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up orplaced beyond the reach of measurement without such notice having been given or the Engineer-In-Charge'sconsent obtained, the same shall be uncovered at the Contractors expense or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

(17) Assignment or Sub-letting

(a) The contract shall not be assigned or sublet without the written approval of the Employer. And if the Contractor shall assign or sub-let 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 or 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/her servants oragents to any person in the employment of the Employer in any way relating to his office or employment, or if any such employee or person shall become in any way directly or indirectly interested in the contract, the Employer shall have the power to adopt any of the courses specified under clause 21 as may be best suited to the interest of the Employer and in the event of any of the courses being adopted the consequences specified in the said clause shall ensue.

(b) Where the Contractor is a partnership firm, the approval in writing of the Employer shall be obtained before any changes in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement hereunder the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned or sublet in contravention of clause 17(a) and the same action may be taken and the same consequences shall ensue as provided in the said clause 17(a).

(18) Indemnifying against damages to persons, property and statutes

The Contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused totraffic during the execution of work.

(a) The Contractor shall be responsible for all injury to persons, animals or things, and for all damage, whether such injury or damage arises from carelessness or accident in any way connected therewith. This clause shall be held to include inter alia any damage due to causes as aforesaid to work, building (whether immediately adjacent or otherwise) and to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract by inclemency of weather. The Contractor indemnifies the Employer and holds him harmless in respect of all expenses arising from such injury or damages as aforesaid and also in respect of any award of compensation or damage consequent upon such claim including legal costs.

(b) The Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver thewhole of the contracted works complete and perfect in every respect and so as to make good and otherwise satisfy all claims for damage as aforesaid to the property of third parties.

(c) The Contractor also indemnifies the Employer against all claim which may be made upon the Employer for acts during the currency of this contract by an employee or representative of an employee of the Contractor or any sub-Contractors, employed by him, for any injury to or loss of life, of such employees, or for compensation payable under any law for the time being in force to any workmen or to the representative, of any deceased or incapacitated workmen.

(d) The Contractor also indemnifies the Employer against all claims which may be made upon the Employer for acts during the currency of this contract by the Central/State Government or local Municipal authorities for the noncompliance of any laws, regulations, rules pertaining to wages act,safety act in force and any amendments thereof in respect of all labour and apprentices directly orindirectly employed in the work under this contract.

(e) The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation costs, charges and/or expenses arising or accruing from or in respect of any such claim and/ or damages as aforesaid from any sum or sums due or to become due to the Contractoror Security Deposit.

(f) The Contractor shall indemnify the Employer against any action, claim or proceedings 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. Inthe event of any claims made under or action brought against the Employer in respect of any such matters as aforesaid, the Contractor shall be immediately notified thereof and the Contractor shall

beat liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom. Provided that the Contractor shall not be liable to indemnify the Employer if the infringementof the patent or design or any alleged patent or design right is the direct result of an order passed by the said Employer or his authorized representative.

(19) Lien in respect of claim in other contracts

(a) Any sum of money due and payable to the Contractor including the Security Deposit under the contract may be, withheld or retained by way of lien by the Employer or Government or any other contracting person or persons against any claim of the Employer or Government or such other persons in respect of payment of a sum of money arising out of or under any other contract madeby the Contractor with the Employer or Government or with such other persons.

(b) It is agreed term of contract that the sum of money so withheld or retained under this clause bythe Employer will be kept withheld or retained as such by the Emp1oyer or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the Arbitrator if the contract is governed by 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 accountor any other ground in respect of any sum of money withheld or retained under this clause and dulynotified as such to the Contractor.

(20) Withholding and lien in respect of Sums claimed

(a) Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Employer shall be entitled to withhold and also have a lien to retain suchsums or sums in whole or in part from the security deposit, if any deposited by the Contractor and for the purpose aforesaid, the Employer 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 adjudicationof any such claim. In the event of the security deposit being insufficient to cover the claimed amount or amounts or if no security deposit has been taken from the Contractor, the Employer 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 at any time thereafter may become payable to the Contractor under the same or any other contract with the Employer or any contracting person pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred above by the Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or 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

Employer 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 payable to any Partner/limited company as the case may be, whether in his individual capacity or otherwise.

(b) The Employer shall have the right to cause an audit and technical examination of the works and thefinal 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 over paid in respect of any work done by the Contractor under the contract or any work claimed by him to have refund the amount of over-payment and it shall be lawful for the Employer to recover the same from him in the manner prescribed in sub-clause(a) of this clause or in any other mannerlegally 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 the Employer to the Contractor.

Provided that the Employer 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 Employer on the one hand and the Contractor on the other hand, under any term of contract permitting payment for work after assessment by the Employer.

(21) In-case of death of Contractor

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

(22) Sub-Contractors

The Employer reserves the right to use the premises and any portion of the site for the execution of any work not included in the contract. The Contractor is to afford all reasonable facilities to all Sub-Contractors, Specialists, Merchants, Tradesmen and others who may at any time be appointed by theemployer for executing any work supplying any goods relating to the constructions; servicing, equipping or furnishing of the work under this contract.

(23) Labour Laws

(a) The Contractor shall employ both skilled and un-skilled labour in sufficient numbers to maintain the required rate ofprogress and quality to ensure workmanship of the degree specified in the contract agreement and to the satisfactionof the Engineer-In-Charge-in-charge.

(b) The Contractor shall pay to the labour wages not less than fair wages as defined in the contract, Labour (Regulation andAbolition) Act, 1970 and Rules made there under.

(c) The Contractor shall in respect of labour employed by him comply with or cause to be complied with the contract Labour (Regulation and Abolition) Act, 1970 and Rules made there under in regard to all matters provided therein.

(d) The Contractor shall comply with the provisions of the payment of wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, Workmen's Compensation Act, 1948 or any modifications there of or any other lawrelating thereto and rules made there under from time to time.

(e) The Contractor shall be liable to pay His Contribution and the Employee's Contribution to the Employees' State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of the Employees State Insurance Act, 1948 as amended from time to time and as applicable in this case. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-In-Charge shall recover from the running bills of Contractor and amount of contribution as assessed by him. The amount to recover shall be adjusted against the actual contribution payable under the Employees State Insurance Scheme.

(f) The Engineer-In-Charge shall on a report having been made by an inspecting staff defined under the Contract Labour (Regulation and Abolition Act, 1970) and Rules made there under, have the power to deduct the moneys due to Contractor may sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from their wages which are not justified by the terms of the contract or non-observance of the said Act.

(g) The Contractor shall indemnify the Institute against any payment to be made under and for observance of the Contract Labour (Regulation and Abolition Act, 1970) and Rules made there under without Prejudice to his right to claim indemnity from his Sub-Contractors.

(24) Model rules for labour welfare

(a) The Contractor shall at his own expense comply with or cause to be complied with model rules for Labour Welfare as provided under the rules framed by the appropriate government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid the Engineer-In-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

(b) Failure to comply with model rules for Labour Welfare, Safety Code or the provisions relating to report on accidents and to grant maternity benefits to female workers shall made the Contractor liable to pay to the Institute as liquidated damages an amount not exceeding Rs. 50 for each default or materially incorrect statement. The decision of the Engineer-In-Charge in such matters, based on reports from the inspecting officers, shall be final and binding and deductions for recovery of such liquidated damages may be

made from any amount payable to the Contractor.

(c) The Contractor shall not be permitted to enter on (other than for inspection purpose) or take possession of the site until instructed to do so by the Engineer-In-Charge-in-charge in writing. The portion of the site to be occupied by the Contractor shall be indicated by the Engineer-In-Charge at site and the Contractor shall on no account be allowed to extent him operations beyond these areas.

(d) In respect of any land allotted to the Contractor for purpose of or in connection with the contract, the Contractor shall be a license subject to the following and such other terms and condition as may be imposed by the licenser.

(e) The Contractor shall provide, if necessary, of if required on the site, all temporary access there to and shall later, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as when ordered by the Engineer-In-Charge and make good all damage done to the site.

(25) Side Drainage

All water which may accumulate on the site during the progress of the works or in trenches and excavations shall be removed from the site to the satisfaction of the Engineer-In-Charge and at the Contractors' expense. The Contractor shall note at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants of occupiers of other properties near the site and to the public generally.

(26) Materials obtained from excavation

Materials of any kind obtained from excavation on the site shall remain the property of the Institute and shall be disposed of as the Engineer-In-Charge may direct.

(27) Treasure Trove, Fossils, etc.

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of the Institute and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately open discovery thereof and before removal acquaint the Engineer-In-Charge and obtain his directions as to the disposal of the same at the expense of the Institute.

(28) Protection of trees

Tree designated by the Engineer-In-Charge shall be protected from damage during the course of the works and earth level within 1 meter of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.

(29) Watching and Lighting

The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer-In-Charge for the protection of the works or for the safety and convenience of these employee on the works or the public.

(30) Liquidated Damages and Compensation for Delay

(a) The time for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be deemed to be the essence of the contract on the part of the Contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the Contractor shall pay as compensation an amount equal to ½ (Half) % or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the amount of the whole work as shown in the agreement, for every week that the work remains non-commenced or unfinished after the proper dates subject to a maximum of 10 (Ten) % of the contract value.

(b) And further to ensure good progress during the execution of the work, the Contractor shall be bound in all cases in which the time allowed for any work exceeds one month (save for special jobs) to complete 1/8th (One-Eighth) of the whole of the work before 1/4th (One-Fourth) of the whole time allowed under the contract has elapsed; 3/8th (Three-Eighth) of the work before ½ (One-Half) of such time has elapsed, and 3/4th (Three-Fourth) of the work before 3/4th (Three-Fourth) of such time has elapsed. However, for special jobs if a time schedule has been submitted by the Contractor and the same has been accepted by the Employer, the Contractor shall comply with the said time schedule. In the event of the Contractor failing to comply with this conclusion, he shall be liable to pay as compensation an amount equal to half per cent or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the said cost of the work for every week that the due quantity of work remains incomplete. Provided that the entire compensation to be paid under the provisions of this clause shall not exceed ten percent on the cost of the work as shown in the agreement.

(c) 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. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 31 d, the contractor shall be liable to pay compensation for such delay. Provided that compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action by the Engineer in Charge under clause 29 for delay in performance and claim of compensation under that clause.

(31) Damage to works in consequence of hostilities or war-like operations

(a) 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 Employer 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 war-like operations, the Contractor shall, when ordered in writing by the Employer, 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, removal of serviceable materials and for the reconstruction of all works ordered by the Employer such payment being in addition to compensation up to the value of the work originally executed before being damaged or destroyedand not paid for. In case of works damaged or destroyed but not already measured and paid for the compensation shall be assessed by the Employer. The Contractor shall be paid for the damage/ destruction suffered and for restoring the material at the rates based on the analysis of rates tendered for in accordance with the provision of this agreement. The certificate of the Employer regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on the Contractor.

(b) Provided always that no compensation shall be payable for any loss in consequence of hostilities orwar-like operations:

- Unless the Contractor had taken all such precautions against Air Raid as are deemed necessary by the A.R.P. Officers or the Employer
- For any materials etc., not on the siteof the work or for any tools and plant, machinery, scaffolding, temporary buildings and other thingsnot intended for the work.

(c) In the event of the Contractor having to carry out reconstruction as aforesaid, he shall be allowedsuch extension of time for its completion as is considered reasonable by the Employer.

(32) Extension of Time

(a) If the Contractor shall desire an extension of time for the completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Employer within thirty days of the date of hindrance on account of which he desires extensionas aforesaid, and the Employer shall, if in his opinion (which shall be final) reasonable grounds shown therefor, authorize such extension of time if any, which may, in his opinion, be necessary or proper.

(b) In the event, the value of work exceeds the value of the Bill of Quantities owing to variations the Contractor shall be entitled to ask for extension of time in proportion to the increased value of work.

(c) If in case, performance security is submitted in the form of bank guarantee, then the Contractor should make a request for extension of time only after the firm has got validity of Bank Guaranteeextended suitably.

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

(i) force majeure, or
(ii) abnormally bad weather, or
(iii) serious loss or damage by fire, or
(iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
(v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
(vi) 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 immediately give notice thereof 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 works.

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

(e) In case the work is hindered by the Department or for any reason / event, for which the Department is responsible, the authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause d to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.

(f) Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay indicating the period by which rescheduling of milestone/s or extension of time is desired.

(g) In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the milestones. Engineer -in-Charge shall finalize/ reschedule a particular milestone before taking an action against subsequent milestone. 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 days of the date of receipt of such request from the Contractor. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified above), a fair and reasonable extension within a reasonable period of occurrence of the event.

(h) In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clauses above and beyond the justified extended date, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

(33) Suspension of work by Contractor

(a) The Employer may without prejudice to his right against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damages in respect of any breaches of thecontract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice absolutely determine the contract in any of the following cases:

(i) If the Contractor having been given by the Engineer-In-Charge a notice to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un workman-like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the Contractor shall delay or suspend the execution of the work sothat in the judgment of the employer (which shall be final and binding) he/she will be unableto ensure completion of the work by the date for completion or he/she has already failed to complete the work by that date.

(ii) If the Contractor being a company shall pass a resolution, or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court of creditor to appoint a receiveror a manager or which entitle the court to make a winding up order.

(iii) If the Contractor commits breach of any of the terms and conditions of this contract.

(iv) If the Contractor commits any acts mentioned in Clause-12 hereof.

(v) 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.

(vi) 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.

(vii) 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.

(34) Secured Advance

The Contractor on signing an indenture in the form specified by the Employer during the progress of the execution of the work may be paid if agreed by the Employer up to 75 percent of the estimated value which shall take into account the market value and Contractors tendered rates for the finished item of any material which in the opinion of the Engineer-In-Charge is likely to be incorporated in the work within next three months, are non-perishable and are in accordance with the contract and which have been brought to the site in connection therewith and are adequately stored and 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 underthis clause are incorporated in the work the amount of such advance shall be deducted from the next payment made under any of the clause or clauses of this contract.

(35) Mobilization Advance

In specialized and capital-intensive works costing not less than Rs. 2 Crores, Mobilization Advance limited to a maximum of 10 (Ten) % of the Tendered Value or Rs. 1 Crore whichever is less is payable in two equal instalment at 10 (Ten) % Simple Interest. If Mobilization Advance should be given, it should be expressly stated in the NIT/Bid documents, indicating the amount, Rate of Interest and submissionof Bank Guarantee of equivalent amount. The advance payment may be released in stages depending upon the progress of the work and mobilization of required equipment etc. There should be a provision in the contract for adjustment of advance progressively even as the bills are clearedfor payment.

(36) Certificates and Payments

(a) No payments shall be made for a work estimated to cost Rupees Ten Thousand or less till the whole of the work shall have been completed and certificate of completion given. But in the case of a work estimated to cost more than Rupees Ten Thousand, the Contractor shall, on submitting the bill be entitled to receive a monthly payment proportionate to the part of the work executed, and to the satisfaction of the Engineer-In-Charge, whose certificate of the sum so payable shall be final and conclusive against the Contractor, provided the amount of work done is as per the value of intermediate certificate or for a lesser amount at the discretion of the Engineer-In-Charge as mentioned in the NIT. All such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, of any part thereof in any respect or the accruing of any claim nor shall it conclude, determine, or affect in any way the powers of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or in any other way vary or affect the contract. The final bill shall be submitted by the Contractor within two months of the date fixed for the completion of work or of the date of the certificate of completion furnished by the Employer and payment shall be made within three months if the value of the completed works is up to Rs. 2 (Two) lacs and in 06 (Six) months if the same exceeds

Rs. 2 (Two) lacs of the submission of such bill. If there shall be any dispute about any item or items of the work, then the undisputed item or items only shall be paid within the said period of 03 (Three) months or 06 (Six) months as the case may be.

(b) Whenever there is likely to be delay in recording detailed measurements for making a running payment, advance payment without detailed measurements for work done worked out at 75 percent of the tendered rates for assessed quantities may be made in running account bills by the Employer on the basis of a certificate from the Engineer-In-Charge. The advance payments so allowed shall be adjusted in the subsequent running bills by taking detailed measurements thereof. Final payments shall be made only on the basis of detailed measurements.

(c) A bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer-In-Charge on printed forms obtainable from the Engineer-In-Charge's office. The Engineer-In-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted as far as possible, before the expiry of ten days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed as aforesaid the Engineer-In-Charge may cause action within 07 (Seven) days of the date fixed as aforesaid, an authorized representative to measure up the said work in the presence of the Contractor whose signature to the measurement will be sufficient warrant and the Engineer-In-Charge may prepare the bill from such measurements.

(d) Before taking any measurements of any work, the Engineer-In-Charge or his authorized representative deputed by him shall give reasonable notice to the Contractor. If the Contractor fails to attend after such notice or fails to sign or to record the difference within a week from the date of measurement in the manner required by the Engineer-In-Charge then in any such event the measurements taken by the Engineer-In-Charge or by authorized representative deputed by him as the case may be, shall be final and binding on the Contractor and the Contractor shall have no right to dispute the same.

(e) The charges in the bills shall always be entered at the rates specified in the agreement or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the agreement at the rate determined as per Clause 10. However in case of partially executed items of work, the Employer at his discretion allows proportionate rates for such items of work as determined by the Engineer-In-Charge whose certificate of the sum so payable shall be final and conclusive against the Contractor.

(37) Security Deposit

(a) A sum @ 2.5% of the Gross Amount of the bill shall be deducted from each running bill of the Contractor till the sum along with the sum already deposited as Earnest Money Deposit, will amount to Security Deposit of the 2.5 % tender value of the work. In addition, the Contractor shall be required to deposit an amount equal to 5% of ECPT or contract amount, whichever is higher and additional PG (if applicable) as Performance Security within the period prescribed for

commencement of work in the letter of award issued to him.

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 (1st year: 50% of total SD; 2nd Year: 30% of total SD; and 3rd Year: 20% of total SD).

(b) In case a Fixed Deposit Receipt of any scheduled bank is furnished by the Contractor to the Employer as part of the Security Deposit and the bank goes into liquidation or for any reason is unable to make payment against the said Fixed Deposit Receipt, the loss caused thereby shall fall on the Contractor and the Contractor shall forthwith on demand furnish additional security to the Employer to make good the deficit of such sum from the running bill as mentioned above. Such deductions will be held by the Employer by way of security deposit, provided always that the Employer for this purpose shall be entitled to recover the said percentage of the amount from each running bill till the balance of the amount of security deposit is realized. All compensation or the other sums of money payable by the Contractor under the terms of this contract may be deducted from the 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 the Employer on any account whatsoever and in the event of his/her security deposit being reduced by reason of any such deductions aforesaid, the Contractor shall within ten days make good in cash or further fixed deposit receipt pledged in favor of the Employer. The Security Deposit shall be collected from the running bills of the Contractor at the rates mentioned above and the Earnest Money Deposit if deposited at the time of tenders will be treated as part of the Security Deposit.

(c) The Contractor if he/she so desires may furnish fixed deposit receipt in advance towards the Security Deposit. Such Fixed Deposit Receipt shall be of a minimum value of Rs. 25,000 each (The last such Fixed Deposit Receipt could be of a lower value on the basis of the amount). In case any recovery is effected from running account bills, such recovered amount shall not be replaced with Fixed Deposit Receipt. It is in the Contractor's interest to keep a watch about the adequacy of the Fixed Deposit Receipt submitted.

(d) No partial refund of Security Deposit shall be made during Defect Liability Period. In case the final bill is not settled within stipulated period for reasons beyond control and the Employer is satisfied that the Security Deposit is not required for adjustment of Employers dues or whatsoever dues either in this or any other contract then this Security Deposit either in full or in part could be refunded at the sole discretion of the Employer. However, release of Security Deposit would be only after written clearance of Labour Officer regarding no dues or claims is received.

(e) In case of termination of contract, this Security Deposit shall be forfeited and amount necessary to make up this amount shall be recovered from money due to the Contractor under this contract, or any other contract with the Employer.

(f) Performance Security

(i) The Contractor shall be required to deposit an amount equal to 5% of ECPT or contract amount, whichever is higher and additional PG (if applicable) as Performance Security within the period prescribed for commencement of work in the Letter of Award issued to him. Performance Security may be accepted as Demand Draft or Bank Guarantee of Scheduled Banks and State Bank of India or in the form of Fixed Deposit Receipts pledges in favour of the Employer.

(ii) The Contractor shall submit an irrevocable Performance Guarantee of amount specified in Section 1 (1.1) in addition to the Security Deposit of 2.5 (Two and Half) % for his proper performance of the contract agreement (not withstanding and/or without prejudice to any other provisions in the contract) within the period prescribed for commencement of work as in the Letter of Acceptance (LoA) issued to him. This guarantee shall be in the form of fixed deposit receipts pledges in favor of the Employer or Bank Guarantee of Scheduled Banks of State Bank of India in accordance with the Performa attached. In case fixed deposit receipts of any bank are furnished by the Contractor to Employer as part of the Performance Security and Bank is unable to make payment against the said Fixed Deposit Receipts, the loss caused thereby shall fall on the Contractor and the Contractor shall forthwith on demand furnish additional security to the employer to make good the deficit.

(iii) The Contractor will not be allowed to start the work unless the Performance Security / Guarantee is submitted by him/her. In case of failure by the Contractor to furnish the Performance Security / Guarantee within specified period, Employer shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Earnest Money Deposit absolutely.

(iv) The Performance Security shall be initially valid up to 180 days after recording of satisfactorily completion of work by the Employer. In case the time of completion of work gets enlarged, the Contractor shall get the validity of Performance Security extended to cover such enlarge time for completion of work on 60 days thereafter. After 180 days of recording of satisfactorycompletion of work by the Employer, the Performance Security shall be returned to the Contractor, without any interest.

(v) The Employer shall not make a claim under the Performance Guarantee except for amounts to which the Employer is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

- Failure by the Contractor to extend the validity of the Performance Guarantee as describedtherein above, in which event the Employer may claim the full amount of the PerformanceGuarantee.

- Failure by the Contractor to pay the Employer any amount due, either as agreed by the Contractor or determined under any of the clause/ conditions of the agreement, within 30 days of the service of notice to this

effect by the Employer.

- In the event of the contract being determined or rescinded under the provisions 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 Employer.

(38) Completion Certificate

As soon as the work is completed, the Contractor shall give notice of such completion to the Engineer-In-Charge and within 10 (Ten) days of receipt of such notice the Engineer-In-Charge shall inspect the work and shall furnish the Contractor with a certificate of the work and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion (b) defects to be rectified by the Contractor (and/or) (c) item for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of items, the Engineer-In-Charge shall issue separate completion certificates for such items or groups of items. No certificate of completion shall be issued, nor shall the work be considered to be completed till the Contractor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials, except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the Contractor workmen and cleaned all dirt from all parts of building(s) in, upon or about which the work has been executed or of which the work has been executed or of which he may have had possession for the purpose of the execution there of and cleaned floors, gutters and drains eased doors and sashes, oiled locks and fastenings labelled keys clearly and handed them over to the Engineer-In-Charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-In-Charge. If the Contractor shall fail to comply with any of the requirements of this conditions as aforesaid, on or before the date of completion of the works, the Engineer-In-Charge may at the expense of the Contractor fulfil such requirements and dispose of the scaffoldings, surplus materials, and rubbish etc. as he thinks fit and the Contractor shall have no claim in respect of any such scaffolding surplus materials except for any sum actually realized by the sale there of less the cost of fulfilling the requirements and any other amount that may be due from the Contractor. If the expense of fulfilling such requirements is more than the amount realized on such disposal as aforesaid, the Contractor shall forthwith on demand pay such excess.

If at any time before completion of the entire work, items or groups of items for which separate periods of completion have been specified, have been completed, the Engineer-In-Charge with the consent of the Contractor takes possession of any part or parts of the same (any such part) then notwithstanding anything expressed or implied elsewhere in this contract:

(a) Within ten days of the date of completion of such items or groups of items or of possession of the relevant part of Engineer-In-Charge shall issue completion certificate for the relevant part as in condition 30 above provided the Contractor fulfils his obligation under that condition for the relevant part.

(b) The Defects Liability period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.

(c) The Contractor may reduce the value insured to the extent of full value of the completed items or relevant part as estimated by the Engineer-In-Charge for this purpose. This estimate shall be applicable for this purpose only and for no other.

(d) For the purposes of ascertaining compensation for delay in completion of the work relevant part will be deemed to form a separate item or group, with date of completion as given in the contract or as extended under the relevant condition and actual date of completion as certified by the Engineer-In-Charge- under this condition.

(39) Carrying out part work at risk & cost of contractor

If contractor:

(a) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 working days in this respect from the Engineer-in-Charge; or

(b) 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.

(c) The Engineer- in-Charge without invoking action, 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 to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to :

(i) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or

(ii) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

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

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's

materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Government in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may 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 per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

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

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

(40) Removal of workmen

The Contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and Engineer-In-Charge shall be at liberty to object to and require the Contractor to remove from the works any person employed by the Contractor in or about the execution of the works who in the opinion of the Engineer-In-Charge misconduct himself or incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-In-Charge.

(41) Uncovering and making good

The Contractor, wherever applicable, shall uncover any part of the works and/or make opening in or through the same as the Engineer-In-Charge may time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-In-Charge. If any such part has been covered up or put out of view after being approved by the Engineer-In-Charge and subsequently found on uncovering to be

executed in accordance with the contract, the expenses of uncovering and/or making openings or through reinstating and making good, the same shall be borne by the Institute. In any other case all such expenses shall be borne by the Contractor.

(42) Escalation

No escalation shall be paid.

(43) Over Payments and Under Payments

Whenever any claim for the payment of a sum of money to the arises out of or under this contract against the Contractor the same may be deducted by the Institute from any sum then due or, which at any time thereafter may become due to the Contractor under this contract and failing that under any other contract with the Institute (which may be available with the Institute) or from his Security Deposit; or he shall pay the claim on demand.

(a) The Institute reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Institute further reserve the right to enforce recovery of any over payment when detected, notwithstanding the fact that amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under Condition 42 of this contract and notwithstanding the fact than the amount of the final bill figures the arbitration award.

(b) If as a result of such Audit and Technical Examination any over payment discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract, it shall be recovered by the Institute from the Contractor by any or all of the methods prescribed above or if any underpayment is discovered, the amount shall be duly paid the Contractor by the Institute.

(c) Provided that the aforesaid right of the Institute to adjust over-payment against amounts due to the Contractor under any other contract with the Institute shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a minus bill, from the date the amount payable by the Contractor under the minus final bill is communicated to the Contractor.

(d) Any amount due to the Contractor under this contract for under payment may be adjusted against any amount then due or which may at any time there after become due before payment is made to the Contractor, from him to the Institute on any other contract or account whatsoever.

(44) Arbitration

Except where otherwise provided for in Contract all questions and dispute relating to the meaning of the specifications, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or thing whatsoever in any way arising out of or relating to the contract, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether

arising during the progress of the work or after the completion or thereof shall be referred to the sole arbitrations or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Director, IIT (ISM) Dhanbad and that he had to deal with the matters to which the contract related and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director, IIT (ISM) Dhanbad as aforesaid at the time of transfer vacation of office of inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Director, IIT (ISM) Dhanbad, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is Rs. 50,000 (Rupees Fifty thousand only) and above, the arbitrator shall give reasons for the award.

Subject as aforesaid, the provisions of the Arbitration Act, 1940 or any statutory modification 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. It is a term of the contract that the party involved arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.

The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.

The Contractor shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitrator shall be such place as may be fixed by the arbitrator, in his sole discretion. The award of the arbitrator shall be final, conclusive and binding on all parties of this contract.

(45) Laws governing the Contract

This contract shall be governed by the Indian Laws for the time being in force and it shall be deemed to have been executed at Dhanbad within the ordinary civil jurisdiction of the Competent Courts in the District, Dhanbad, Jharkhand.

(46) Dismantled material

The Contractor shall treat all materials obtained during dismantling of a structure, services sub systems/installations, excavation of the site for a work etc., as employer's

property and such materials shall be disposed of to the best advantage of the Employer according to the instructions issued in writing by the Engineer-In-Charge.

(47) Electrical License

In Case of Electrical work, valid Electrical License must be submitted.

(48) In any vendors or contractor submits forged document for submission of tender the vendor will be blacklisted for five year and full EMD will be forfeited.

SECTION 4

SPECIAL CONDITIONS OF CONTRACT

(1) These special conditions are meant to amplify the general specifications and general conditions of the contract.

(2) Work shall be done as per CPWD specification with latest correction.

(3) The work and services to be covered under this specification and the conditions therein are detailed in the following sections of the specification and these sections along with document from a part of this tender specification.

Section 1	:	Notice Inviting *e*Tender
Section 2	:	Instruction to Bidders
Section 3	:	General Conditions of Contract
Section 4	:	Special Conditions of Contract
Section 5	:	Additional Conditions of Contract
Section 6	:	Articles of Agreement
Section 7	:	General Information
Section 8	:	Scope of Work
Section 9	:	Forms
Section 10	:	Performa of Schedule A, B, C, D, E and F
Section 11	:	Preferred Makes of Material
Section 12	:	Price Bid

(4) The contractor shall arrange for all approach facilities at his own cost as may be required during the construction period.

(5) **Completion Time**

The work shall be completed within the time as mentioned in the Work Order duly signed by Engineer- in- charge of IIT (ISM) Dhanbad.

(6) **Medical Care**

The contractor shall be fully responsible for any first aid and emergency medical treatment to his employees at site. Necessary arrangements for this purpose shall be made by the contractor at site. In serious cases, medical facilities of Institute may be available to the contractor on permission of the Engineer-In-Charge and chargeable basis.

(7) **Security Rules & Regulation and Entry Passes**

The contractor will have to submit the details of the persons to be employed in this work within two days of award of work. The contractor will be allowed to start the work only after submission of details in prescribed verification forms (in duplicate) along with four nos. passport, size photograph and medical fitness certificate for each labour separately to the Competent Authority of IIT (ISM) Dhanbad. The contractor will make necessary Entry Passes for concerned officials of the Security Unit, IIT (ISM) Dhanbad, sufficiently in advance. The contractor shall strictly abide by the prevailing security rules and regulations and also to be

enforced by IIT (ISM) Dhanbad, time to time. Entry to the works premises is strictly restricted and only bonafide pass (permission) holders are allowed.

(8) **Time frame for payment**

Payment shall be released within 15 days after checking, entries made on Measurement Book (MB) duly signed by the corresponding officials of IIT (ISM) Dhanbad Official and the respective representative of the Contractor. No claim whatsoever should be entertained for late payment beyond 15 days for reasons attributable to the Contractor.

(9) **Contractor to follow Security Rules and Regulations enforced by the Institute**

The Contractor shall strictly abide by the prevailing Security Rules and Regulation and also to be enforced bythe Institute from time to time. Entry to the works premises of the Institute is strictly restricted and only bonafide pass / permission holders are allowed.

(10) In case of any discrepancy, the order of precedence in interpretation shall be as under:

1 Schedule of Quantity
2 Drawings
3 Special Condition of Contract
4 General Conditions of Contract
5 Additional Conditions of Contract
6 BIS Code
7 BS and other International Codes
8 CPWD Specifications
9 Best Engineering practices

(11) Whenever applicable, the structural and architectural drawings shall at all times be properly correlated before executing any work. However, in case of any discrepancy in the item given in the Schedule of Quantities appended with the tender and drawings related to the relevant item the former shall prevail unless otherwise given in writing by the Engineer-In-Charge.

No payment shall be made to the contractor for any damage caused by rain, snowfall, floods or anyother natural cause whatsoever during the execution of work. The damage to the work will be made good by the contractor at his own cost, and no claim on this account shall be entertained.

All materials used shall be as per specifications and ISI marked wherever applicable. ISI marking referred relate to latest BIS code as published by Bureau of Indian Standards up to 30 days before the date of opening the tender.

The Contractor shall give a performance test of the entire installation(s) as per standard specifications and/or as directed by the Engineer and will also submit test certificates as are required by Municipal/ Electrical authority or any other authority. Nothing extra shall be payable for the same other than the fees paid to such authorities which shall be reimbursed on production of receipts.

(12) **Cement**

(a) The contractor shall procure 43 grade (conforming to IS: 8112) Ordinary Portland Cement (OPC)/ Portland Pozzolana Cement (PPC) (conforming to IS: 1489 (Part I) 1991), as required in the work, from reputed manufacturers of cement, having a production-capacity of one million tons per annum or more and holding, license to use ISI Certification mark for their product whose name shall be got approved from the Engineer-In-Charge / as per Preferred Makes of Material. Supply of cement shall be taken in 50 kg bags bearing the manufacturer's name and ISI marking, samples of cement arranged by the contractor shall be taken by the Engineer-In-Charge and got tested in accordance with provisions of relevant BIS codes. Incase test results indicate that the cement arranged by the contractor does not conform to the relevant BIS Codes, the same shall stand rejected and shall be removed from the site by the Contractor at his own cost within a week's time of written order from the Engineer-In-Charge to do so.

(b) The cement shall be brought at site in bulk supply of approximately 50 Ton or as decided bythe Engineer-In-Charge.

(c) The cement godown of the capacity to store a minimum of 2000 bags of cement shall be constructed by the Contractor at site of work for which no extra payment shall be made. Double lock provisions shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer in charge or his authorized representative and the key of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer at any time.

(d) The contractor shall supply free of charge the cement required for testing. The cost of tests shallbe borne by the Institute if the results are as per specifications. If the test results found the properties of cement not as per specification, then the contractor will bear the cost of testing.

(e) After completion of the work or on determination / termination of the contract, the theoretical quantity of cement to be used in work shall be calculated on the basis of statement showing quantity of cement to be used in different items of work provided in current schedule for the purpose printed by IIT (ISM) Dhanbad. In case, any item is executed for which the standard constants for the consumption of cement are not available in the above-mentioned statement or cannot be derived from this statement, the same shall be calculated on the basis of standard formula to be laid down by the Engineer-In-Charge. Over this theoretical quantity of cement, shall be allowed a variation up to 3% plus/minus for works estimated cost of which has put to tender is not more than Rs.10 Lakh andup to 2% plus/minus for works estimated cost of which has put to tender is more than Rs. 10 Lacs. The difference in the quantity actually issued to the contractor and the theoretical quantity including authorized variation, if not returned by the contractor, shall be recovered at twice the issue rate, without prejudice to the provision of other conditions regarding return of materials governing the contract. In the event of its being discovered that the quantity of cement which is less than the

quantity ascertained as herein before provided (allowing variation on minus side as stipulated above) the cost of quantity of cement not so used, shall be recovered from the contractor on the basis of stipulated issue rates and cartage to site.

(f) Cement brought to site and remaining unused after completion of work shall not be removed from site without written permission of the Engineer-In-Charge.

(13) **Steel**

(a) The contractor shall procure steel reinforcement bars conforming to relevant BIS codes from reputed manufacturers as approved by the Engineer-In-Charge. The contractor shall have to obtain and furnish test certificates to the Engineer-In-Charge in respect of all supplies of steel brought by him/her to the site of work. Samples shall also be taken and got tested by the Engineer-In-Charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to BIS codes, the same shall stand rejected and shall be removed from the site work by the contractor at his/her own cost within a week's time from written orders from the Engineer in charge to do so.

(b) The steel reinforcement shall be brought to the site in bulk supply of 10 ton or more as decided by the Engineer-In-Charge.

(c) The steel reinforcement shall be stored by the Contractor at the site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizesand lengths shall be stored separately to facilitate easy counting and checking.

(d) For checking nominal mass, tensile strength, bend test, re-bend test, etc., specimen of sufficientlength shall be cut from each size of the bar at random at frequency not less than that specified below:

Diameter of Bar (mm)	*For consignment below 100 Ton*	*For consignment above 100 Ton*
Under 10	01 sample for each 25 Ton or part thereof	01 sample for each 40 Ton or part thereof
10 to 16	01 sample for each 35 Ton or part thereof	01 sample for each 45 Ton or part thereof
Over 16	01 sample for each 45 Ton or part thereof	01 sample for each 50 Ton or part thereof

(e) The Contractor shall supply free of charge the steel required for testing. The cost of tests shall be borne by the Department if the results are as per specifications. If the test results found the properties of steel not as per specifications, then the contractor will bear the cost of testing.

(f) The provision of Special Conditions of Contract shall apply *Mutatis-Mutandis* in the case of steel reinforcement or structural steel sections (each diameter/section or category shall be considered separately) except that the theoretical quantity of the steel shall be taken as the quantity required as per design or as authorized by the Engineer-In-

Charge, including lap length, plus 3% wastage due to cutting into pieces. Over this theoretical quantity 2% plus/minus shall be allowed as variation due to wastage.

(g) Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer in charge.

(14) The provision of Para 13 (f) of Special Conditions of Contract shall apply *Mutatis-Mutandis* in the case of cables (other than underground cables), wires, conduits/GI pipes, GI/MS sheets used in various items of work shall be calculated in the basis of measurements recorded in the measurement books for the purpose of payment and for assessing the consumption of materials used in the works. Over this quantity a variation of 5% plus shall be allowed for wastage of materials during execution in case of cables (other than underground cables), wires, conduits/GI pipes, and 10% plus in case of GI/MS sheets.

(15) Unless otherwise provided in the schedule of quantities, the rates tendered by the Contractor shall apply for all heights, lifts, leads and depths of the work and nothing extra shall be payable on this account.

(16) The surplus excavated earth which is beyond the requirement of the Employer's work may be allowed by the Employer to be disposed of by the Contractor on his own or sell the surplus excavated earth to private parties at his discretion but nothing extra will be paid for the carriage or disposal ofsurplus earth if the same is not required for any other work of the Employer.

(17) CPWD mode of measurement shall be followed.

(18) Material Test Certificate (MTC) must be submitted for all materials.

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SECTION 5

ADDITIONAL CONDITIONS OF CONTRACT

(1) Compliance with Local Bye-Laws, Rules And Regulations

The work shall be carried out in the manner complying in all respects with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra shall be paid on this account. The contractor shall give due notices to the Municipality, Gram Panchayat, Police and /or other authorities as may be required under the law / rules under force and obtain all requisite licenses / permissions to carry out the work and pay all charges which may be liveable on account of his execution of the work under the agreement. Nothing extra shall be payable on this account.

In the event of any restrictions being imposed by security and traffic agencies or any other authority having jurisdiction in the area on the working or movement of labour / material, the contractor shall strictly follow such restrictions and nothing extra shall be payable to the contractor on this account. The loss of time on this account, if any, shall have to be made up by generating additional resources etc.

(2) Protection of Existing Structures / Services and Interference with Other Works

The contractor shall protect existing drains, pipes, cables, overhead wires, sewer lines, water lines and other services encountered in the course of execution of the work, and shall repair any damage caused by him at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

The contractor shall carry out his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed, so as not to interfere with the operations of other contractors. He shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-Charge.

(3) Temporary Electricity and Telephone Connection for Execution of Work

The contractor shall make his own arrangements for temporary electric and telephone connection, if required and make necessary payment including all initial cost, security money and electric / telephone charges for its use direct to the authority concerned. The Engineer-in-Charge will provide all possible assistance by way of reasonable recommendation for obtaining electricity connection to the concerned authorities but bears no responsibility for the same.

(4) All Heights, Lifts, Leads and Depths

Unless otherwise specified in tender document, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing extra shall be payable to him on this account.

(5) Stacking of Materials

The Contractor(s) shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, services and compound walls are to be constructed. The stacking shall take place as per stacking plan however, if any change is required, the same shall be done with the approval of Engineer-in-Charge.

(6) Damage Caused by Rain, Snowfall, Flood or Any Other Natural Calamity

No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the government property and the work for which payment has been advanced to him

(7) Safety Practices and Supervision

(i) Necessary protective and safety equipment shall be provided to the Site Engineer, Supervisory staff, labour and technical staff of the contractor by the Contractor at his own cost and to be used at site.

(ii) No inflammable materials including P.O.L shall be allowed to be stored in huge quantity at site. Only limited quantity of P.O.L may be allowed to be stored at site subject to the compliance of all rules / instructions issued by the relevant authorities and as per the direction of Engineer-in-Charge in this regard. Also, all precautions and safety measures shall be taken by the Contractor for safe handling of the P.O.L products stored at site. All consequences on account of unsafe handling of P.O.L shall be borne by the Contractor.

(iii) In addition to the supervision of work by IIT(ISM) Dhanbad, being a client, shall be carrying out regular and periodic inspection of the ongoing activities in the work and deficiencies, shortcomings, inferior workmanship pointed out by them shall be communicated by IIT (ISM) engineers to the contractor. Upon receipt of instructions from Engineer- in-Charge these are also to be made good by necessary improvement, rectification, replacement upto his complete satisfaction.

(iv) All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested as per the design conditions before covering and their record measurements in computerized measurement book duly checked shall be deposited with Engineer-in-Charge or his authorized representative, prior to hiding these items.

(v) The contractor shall follow "Safety, Health and Environment Handbook 2019" issued by CPWD in 2019.

(8) De-Watering

(i) De-watering required, if any, shall be done conforming to BIS Code IS: 9759 (guidelines for de- watering during construction) and / or as per the specifications approved by the Engineer-in-Charge. Design of an appropriate and suitable dewatering system shall be the Contractor's responsibility.

(ii) Such scheme shall be modified / augmented as the work proceeds based on fresh information discovered during the progress of work, at no extra cost. At all times during the construction work, efficient drainage of the site shall be carried out by the Contractor and especially during the laying of plain cement concrete, taking levels etc. The Contractor shall also ensure that there is no danger to the nearby properties and installations on account of such lowering of water table. If needed, suitable precautionary measures shall be taken by the Contractor. Also, the scheme of dewatering adopted shall have adequate built-in arrangements to serve as stand-bye to attend to repair of pumps etc. and disruption of power / fuel supply. Nothing extra shall be payable on this account.

(iii) In trenches where surface water is likely to get into cut / trench during monsoons, a ring bund of puddle clay or by any other means shall be formed outside, to the required height, and maintained by the Contractor. Also, suitable steps shall be taken by the Contractor to prevent back flow of pumped water into the trench. Nothing extra shall be payable on this account.

(iv) For works below ground level the contractor shall keep that area free from water. If dewatering or bailing out of the water is required, the contractor shall do the same at his own cost and nothing extra shall be paid. Nothing extra shall be paid for execution of work in or underwater and / or liquid mud including pumping out of water as required.

(9) For avoiding of scratch marks or damage to the vitrified / ceramic floor tile, the necessary arrangement of hessian cloth with a coat of Plaster of Paris over it shall be provided. Nothing shall be paid extra on this account.

(10) The original copies of challan/cash memos towards the quantity of various materials procured shall be made available by the contractor at the request from the Engineer-in-Charge and a copy of the same shall be kept in record. Warranty / Guarantees cards of various materials shall also be submitted by the contractor during handing over of the buildings to the client.

(11) The contractor shall pay all levies, fees, royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the contract or any of the obligations of the parties in the terms of the contract documents and/or in respect of the works or operation(s) or any part thereof to be performed by the contractor and the contractor shall indemnify and keep indemnified the CVC from the against the same or any default by the contractor in the payment thereof. The quoted rated by the contractor shall be deemed to be inclusive of all taxes and nothing extra shall be paid on this account.

(12) The following documents need to be submitted by the contractor at the time of agreement

(a) Project Completion Schedule in MS Project or PRIMAVERA based on the MILESTONES provided in Schedule F, Clause 3A and Approved by Engineer-in-charge
(b) Quality Approval Plan (QAP) based on BIS and relevant Statuary Code of practice
(c) Warranty Certificate from OEM at the time of execution.

(13) Testing

(a) All tests should be done as per BIS and the relevant Statuary Code of practice.

(b) Testing should be done from any NITs, IITs and CSIR laboratories with NABL accreditation with the prior Approval of the Engineering-in-Charge.

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SECTION 6

ARTICLES OF AGREEMENT

(1) **Sample Letter by the Contractor**

To
The Deputy Superintending Engineer
Indian Institute of Technology (Indian School of Mines) Dhanbad
Police Line, Sardar Patel Nagar, Hirapur
Dhanbad 826 004 (Jharkhand)

Dear Sir:

With reference to the tender invited by you for _____, I/We have examined General Conditions of Contract, Special Conditions of Contract, Additional Conditions of Contract, Articles of Agreement, Tender Notice, Specifications, Schedule of Quantities and all the other relevant documents for the above. I/We hereby offer to execute the whole of the said works in conformity with the said General Conditions of Contract, Special Conditions of Contract, Additional Conditions of Contract, Articles of Agreement, Tender Notice, Specifications, Schedule of Quantities and all the other relevant documents.

Specification and Schedule of Quantities, for the sum of Rs. _____ at a Percentage Rate of _____% as mentioned in the Financial Bid. I/We undertake to complete and deliver the whole lot comprised in the contract within _____ calendar month(s) from the date of commencement of work.

I/We have deposited an Earnest Money Deposit of Rs. _____ with _____ which amount is not to bear any interest and I/We do hereby agree that this sum shall be forfeited by me/us if the event of the Indian Institute of Technology accepting my/our tender. I/We fail to execute the contract when called upon to do so.

I/We hereby agree that unless and until a formal Agreement is prepared and executed in accordance with the Articles of Agreement, this tender together with your written Letter of Acceptance (LoA) thereof, shall constitute a binding Contract between us.

I/We understand that you are not bound to accept the lowest or any tender you may receive.

Yours faithfully

Signature
(Name)
Address

Name of partners of firm

(1) XXXXX
(2) YYYYY
(3) ZZZZZ

(2) Sample Articles of Agreement

ARTICLES OF AGREEMENT made at _____. This _____ day of _____ 2026 between Indian Institute of Technology (Indian School of Mines) Dhanbad (herein after referred to as the **INSTITUTE** which expression shall include its successors and assigns) of the one part and M/s _____ (herein after referred to as the **CONTRACTOR**) which expression shall include its successors and assigns) of the other part WHEREAS the Institute is desirous that certain works should be constructed, _____ and has accepted a Tender by the Contractor for the construction, completion and maintenance of such works now this **AGREEMENT** witnesses as follows:

In this agreement words and expression shall have the same meanings as are respectively assigned to them in the General Conditions of Contract, Special Conditions of Contract and Additional Conditions of Contract herein after referred to.

The following documents shall be deemed to form and be read and construct as part of this agreement:

(1) Tender Notice: No. _____, Dated: _____
(2) Tender
(3) General Conditions of Contract
(4) Special Conditions of Contract
(5) Additional Conditions of Contract
(6) Specifications
(7) Schedule of Quantity
(8) Design Data and Technical Specifications (if any)
(9) General information and Guidance for Tenderers
(10) Any other document specifically mentioned here in as forming a part of the Agreement.

In consideration of the payments to be made by the Institute to the Contractor as herein after mentioned, the Contractor hereby covenants with the Institute to construct complete and maintain the works in conformity in all respects with the provisions of the contract.

The Institute hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works, the contract price at the time and in the manner, prescribed by the Contract.

The several parts of this contract have read to us and fully understood by us.

AS WITNESS OUR hand this _____ day of 2025 signed by the said _____ Indian Institute of Technology (Indian School of Mines) Dhanbad in the presence of _____ Signed by the said CONTRACTOR in the presence of _____.

WITNESSES

(1) _____

(Signature, Name and Address)

(2) _____

(Signature, Name and Address)

Place:

Dated:

_____ Signed by the said CONTRACTOR in the presence of _____.

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SECTION 7

GENERAL INFORMATION

Project	:	***Civil and Electrical renovation works for Establishment of Water Jet Lab-2 at Central Workshop at IIT (ISM), Dhanbad.***
Address	:	Indian Institute of Technology (Indian School of Mines) Dhanbad Police Line, Sardar Patel Nagar, Hirapur Dhanbad 826 004 (Jharkhand)
Project Site	:	Main Campus, Indian Institute of Technology (Indian School of Mines) Dhanbad
Nearest Railway Station	:	Dhanbad (Approximately 3.0 KM)

The information given below is only for the Tenderer's general guidance and Tenderer shall acquaint detailed information in first hand by site investigation of his own before bidding.

(1) **Location**

Indian Institute of Technology (Indian School of Mines) Dhanbad
Police Line, Sardar Patel Nagar, Hirapur
Dhanbad 826 004 (Jharkhand)

(2) **Rate/Percentage**

The tenderers are required to **quote the Percentage Rate with total quoted amount** against the scope of the work as per Section 8, in both words and figures clearly, failure in this respect is liable to render the tender incomplete.

(3) The tenderers shall submit along with the tender a list of Construction agreement and machinery in their possession and which they shall bring at site for these construction works.

(4) If any clarification regarding Specifications, Conditions of Contract etc. or Schedule of Quantity is required, the same can be obtained by the tenderers from the *Office of* Deputy Superintending Engineer, IIT (ISM) Dhanbad.

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

(6) Receipts for payment made on account of a week when executed by a firm (Partnership) must also be signed by the partners except whose the contractors are described in their tender as a firm, in which case the receipt must be signed in the name of the firm by one of the partners of by some other persons having authority to give official receipts for the firm.

(7) Any person who submits a tender shall fill up the usual prescribed form stating at what rate he is willing to undertake each item of the work. The quantities shown there in are approximate only, being an indication of the scope of the work enable the tenderer to tender

for the different or decrease in the quantity of any item of the work, the actual quantities executed may be paid for it, the rate stated for that part.

(8) **Earnest Money Deposit**

Earnest Money Deposit in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Director IIT(ISM)) shall be scanned and uploaded to the e- tendering website within the period of bid submission. The original EMD should be deposited within the period of bid submission. A part of earnest money is acceptable in the form of bank guarantee also. In such a case, minimum 50% of earnest money or Rs. 20 lakh whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders. Copy of Enlistment Order and certificate of work experience and other documents as specified in the bid shall be scanned and uploaded to the e-tendering website within the period of bid submission

(9) **Performance Guarantee**

The contractor whose bid is accepted will be required to furnish a Performance Guarantee within 7 days of issue of Letter of Award. PG shall be 5% of the Estimated cost put to tender (ECPT) or contract amount whichever is higher, or as prescribed from time to time, to be submitted in the form as prescribed in GCC Performance Guarantee shall remain valid for a minimum period of ***six months beyond the date of completion of all contractual obligations as per GCC.*** In case of contracts where supplementary agreement is drawn, the fresh PG shall be obtained from the contractor 5% of the amount of the supplementary agreement or as prescribed from time to time. The PG received against the original work shall be released as per contract conditions.

This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than Rs. 1,00,000) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub-contractors, if any engaged by the contractor for the said work

The Performance Guarantee shall be initially valid up to the stipulated date of completion plus a minimum of 180 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.

(10) **Additional Performance Guarantee (APG)**

A bid will be treated as abnormally low if the quoted bid amount is ***lesser than 80% of the estimated cost put to tender.*** In case of abnormally low bids as defined above, the bidder shall be required to submit Additional Performance Guarantee (APG) in addition to the Standard Performance Guarantee (PG) The amount of Additional Performance Guarantee (APG) shall be equivalent to the difference between the 80% amount of ECPT and quoted amount, (eg. if ECPT is A and quoted amount is 0.7A then the amount of APG shall be: 0.8A - 0.7A).

The Additional Performance Guarantee (APG) shall be in the prescribed format of Performance Guarantee and must be submitted within the time frame submission of prescribed for Performance Guarantee. The other terms and conditions of release etc. of APG shall be same as that of PG.

(11) **Security Deposit**

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit 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 value of the work. Such deductions will be made and held by IIT (ISM) Dhanbad by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to make the deficit good.

Refund the Security Deposit

One half of the security deposit refundable to the contractor worked out on the basis of the value of work completed shall be refunded to the contractor on the Engineer-in-charge is certifying in writing that the work has been completed. On expiry of the defect's liability period or on payment of amount of the final bill. Security deposit may be payable in accordance whichever is later, the Engineer-in-charge shall on demand from the contractor refunded to him the remaining portion of the security deposit provided the Engineer-in-charge is satisfied that there is no demand outstanding against the contractor.

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.

(12) The officer inviting tender shall have the right to reject all or any of the tender and will not be bound to accept the lowest.

(13) The tender form must be filled and all entries must be made by the handwritten in ink. All the rates must be filled both in words and figures. If any of the documents is missing or un-signed, the tender will be considered invalid. All erasers and alterations made while filling the tender must be attested by dated initials of the tenderers. Overwriting of the figures is not permitted. To comply with any of these conditions will render the tender invalid. No advice of any

change in rates of conditions after the opening of the tender will be entertained.

(14) Quoted rates must be in words and figures against all items.

(15) The tenderer should mention their price in figure as well as in words. In case of any dispute / ambiguity, theprice mentioned in words shall be considered as final. Insertions, postscripts, additions, and alterations shall not be recognized unless confirmed by tenderers signature. Tenderer shall submit price bid signed and stamped on each page.

(16) **Contractor will have to follow**
The successful tenderers shall have to comply with provision of Contract Labour Act 1970 (Regulation & Abolition), EPF & MP Act 1952 and rules framed thereunder, if applicable to him / them.

(17) If it is found that labour payment day is not on stipulated payment day is not followed and wage slip is not issued tothe labour engaged for this work, IIT shall compel you to stop the work and action will be initiated beside taking suitable steps to make the payment to the labour at risk and cost of the contract.

(18) Tenders (Technical as well as Price part) shall be submitted in a manner asked for.

(19) **Canvassing prohibited**
Canvassing in any form is strictly prohibited and any tenderer found to have resorted to canvassing shall beliable to have his tender rejected summarily.

(20) **Misinformation**
If the tenderer deliberately gives wrong information in his tender to create circumstances for the acceptanceof his tender, the authority reserves the right to reject such tender.

(21) **Documents Not Transferable**
Tender documents are not transferable.

(22) **Not More Than One Tender**
Not more than one tender for a work shall be submitted by one contractor or one firm of contractors.

(23) **Tender Document Property of The Purchaser**
Tender documents in which tender are submitted by a tenderer shall become the property of the purchaser andthe purchaser shall have no obligation to return the same to the tenderer.

(24) **Tenderer To Bear Expenses**
The purchaser shall not be liable for any expenses whatsoever incurred by the Tenderer in the preparation ofthe tender whether his tender is accepted or not even if the purchaser calls for complete withdrawal of invitation of tender.

(25) **Variation and Schedule of Quantities**
The quantities set out in the Schedule of items are tentatively estimated quantities only. The actual quantities of the items may vary from those indicated in the tender document depending upon requirement of the work decided by the Engineer-in-charge with intimation,

and individual item may vary to any extent or may be excluded altogether. The contractor are advised to keep the above in mind while quoting their rates.

(a) Electricity will be provided on Payment.

(b) Water arranged by the Contractor for Concrete and Masonry work at working site at his own cost from supply point.

(c) Tools and Tackles: All Tools and Tackles will have to be arranged by the Contractor.

(d) The list of tools and tackles is attached for reference (The list is indicative only not the exhaustive

(26) Submission of Tender

List of documents to be submitted in Part I: Technical Bid

(a) Tenderer's covering letter.

(b) Document showing deposit of earnest money, as asked for, in the NIT in a separate sealed cover and inserting photo/Carbon copy in each copy of the technical bid.

(c) Filled in proposal exhibit sheets. In case of Price tabulation only confirmation is to be given against each item asregards filling of prices. But the rates of items of work and amount of all the items to be mentioned only in the part-II (Price proposal of the work).

(d) Signed NIT tender document in the first copy of the tender as per clause 2.2 and confirmation of such enclosure in balance copies.

(e) List of jobs executed during last 07 (Seven) years with following information :-

  (i) Name of employer and name of work.

  (ii) Scheduled completion time with name and nature of jobs with awarded value.

  (iii) Actual completion time of the work.

  (iv) Reasons for delay in completion of the job if any.

  (v) List of jobs, presently in hand as well as under execution along with above information.

(f) List of construction equipment/Tech. Staff/Manufacturing/Testing facilities available for this contract along with their present conditions/locations, if applicable.

(g) Drawing list, wherever applicable.

(h) Other document as may be required to be submitted along with the tender in accordance with Technical specifications, Special conditions and General conditions of NIT Tender Document.

(i) Financial status, Balance sheet, Profit and Loss Account for last three years.

(j) Schedule of quantities mentioning description, quantities and units of item without mention of any rate or amount on the same.

List of documents to be submitted in Part II: Price Bid

(a) Tenderer's covering letter.

(b) Filled in proposal sheets (mentioned underprice proposal in NIT tender document) which included the list ofitems of work quantities of each items, rate quoted and amount computed for all items and total value of work.

(c) Any other documents as deemed necessary.

NIT Tender document to be signed and returned

(a) All tender papers, which comprise the following, shall be signed and returned with the first copy of tender under Part I.

  (i) Notice Inviting Tender.

(ii) General Information.
(iii) Condition of Tendering
(iv) Forms
(v) General Conditions of Contract
(vi) Special Conditions of Contract
(vii) Technical Specification
(viii) Proposal Exhibit Sheets
(ix) Drawings and documents enclosed with the specifications.

All pages of tender papers, drawings and documents shall be initialled at the lower right hand corner with ink only and signed by the tenderer or any person holding power of attorney authorizing him to sign on behalf of tenderer.

(b) Filled in proposal Exhibit Sheets.
(c) Full statement regarding the status and past experience of the tenderer.
(d) List of construction equipment/manufacturing/Tech. Staff/Testing facilities available for this contract along withtheir present conditions/locations.
(e) Document showing Earnest Money Deposit.
(f) Tenderer's covering letter.
(g) Other documents may be required to be submitted along with the tender in accordance with Technical Specification, Special conditions of Contract and General Conditions of contract. When the work is awarded and the letter of acceptance issued, these documents shall become an integral part of the Contract. The tenderer shall submit in separate volumes one additional copy of the following documents duly signed by the tenderer without which the tender is liable to rejection.
(i) Filled in Proposal Exhibit Sheets.
(ii) Full statement regarding the status and past experience of the tenderer.
(iii) List of construction equipment/Tech. Staff/Manufacturing/Testing facilities available for this contract along with their present conditions/locations.
(iv) Documents showing earnest money deposit.
(v) Tenderer's covering letter.
(vi) Confirmation that signed tender papers have been enclosed in original copy of tender.

All pages to be signed

All pages of the tenderer's offer drawings and other accompanying documents shall be initialed at the lower right-hand corner with ink only and signed where required by the tenderer or any person holding power of attorney authorizing him to sign on behalf of tenderer before submission of the tender. All signatures shall be dated.

Authorization

In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to doso, certified copy of which shall be enclosed. Tender submitted on behalf of complete registered under the Indian Companies Act, for the time being force, shall be signed by persons duly authorised to submit the tender on behalf of the company and shall be accompanied by certified copies of the resolution, extracts of articles of association, special or general power of attorney and other information to show clearly the title authority and designation of persons signing the tender on behalf of the company.

Validity of tender

If the tender submitted does not contain all the relevant information or needs clarification on the information furnished and the tenderer is requested to supplement the information or submit clarification, the aforesaid validity period of ninety days shall be deemed to commence from the date of receipt of the information and clarification called for. Every tenderer is therefore requested to furnish all the relevant information to make the tender complete so as to avoid undue delay in finalization of offers.

Every tenderer shall be deemed to have agreed as aforesaid in consideration of the tender being considered by the purchaser in terms here of, provided the same has been duly submitted and found to be in order. If the tenderer be notified in writing at the address given in the tender within the said period of three months that has been accepted, he shall be bound by the terms of agreement constituted by his tender and such acceptance thereof by the purchaser until a written contract has been executed in place of such agreement.

The tenderer whose tender has been accepted and so notified shall become the **"Successful Tenderer".**

Qualification Criteria

Tenderer's fulfilling the following criteria shall only be considered as technically qualified. Price bids of only Qualified bidders shall be opened: -

(1) A tenderer shall produce annual turnover on works of the individual/firm/company from Chartered Accountant as per returns filed with Income Tax Department for the past 3 (three) financial years. Average Annual financial turnover during the last 3 (three) financial years ending 2024-25, should be at least 30% of the estimated cost.

(2) The Contractor should also have completed job of similar nature in last seven year as under:
   (a) One Work Order/Job of similar nature, value not less than **80% of Estimated Cost**.
   (b) Two Work Orders/Jobs of similar nature, value not less than **50% of Estimated Cost.**
   (c) Three Work Orders/Jobs of similar nature, value not less than **40% of Estimated Cost.**

(3) The Bidder should have bidding capacity equal to or more than the estimated cost of work put to tender. The bidding capacity shall be worked out by the formula:

   Bidding capacity = ((A x N x 2.5) – B)

   Where,

   - A = Maximum turnover in construction works executed in any one year during the last seven years taking into account the completed as well as works in progress. The value of completed works shall be brought to current costing level by enhancing at a simple rate of 7% per annum.
   - N = 0.5.
   - B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bids have been invited.

The Bid capacity shall be submitted by the bidder in the format as specified in Annexure-IV

(4) Tenderers should enclose relevant documents (copy of Work order, Completion certificate etc.) in support of their credential to justify their qualification as mentioned above in the technical part of the offer.

(5) The intending tenderer shall have to produce documentary evidence to prove their past experience, capabilities, proven track record and financial resources to do such type of work.

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SECTION 8
SCOPE OF WORK

The Scope of Work shall include all items as per BOQ below and any other item/items as per site requirement which is not covered under the above lists but as per the directions of the Engineer-In-Charge.

Tenderers are advised to see the area to get acquainted with the actual features of the land, area, location, etc. where work is to be executed and get other related information before quoting their rates for carrying out the work successfully.

Name of Work : Renovation of one room at work shop for making water Jet Lab at Workshop Building in IIT (ISM) Dhanabd .

ITEM No	CODE	SUB-HEADS AND ITEM OF WORK	QUANTITY	RATE (Rs)	UNIT	AMOUNT (Rs)	
1	4	CEMENT CONCRETE (CAST IN SITU)					
1.1	4.1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :					
1.1.1	4.1.5	1:3:6 (1 Cement : 3 coarse sand (zone-III) derived from natural sources : 6 graded stone aggregate 20 mm nominal size derived from natural sources)	10	7,294.70	cum	72,947.00	SR
		Sub-Total				72,947.00	
2	6	MASONRY WORK					
2.1	6.34	Brick work with non modular fly ash bricks conforming to IS:12894, class designation 10 average compressive strength in super structure above plinth level up to floor V level in :					
2.1.1	6.34.2	Cement mortar 1:6 (1 cement: 6 Coarse sand)	1	8,752.55	cum	8,753.00	SR
		Sub-Total				8,753.00	
3	9	WOOD AND P. V. C. WORK					
3.1	9.48	Providing and fixing M.S. grills of required pattern in frames of windows etc. with M.S. flats, square or round bars etc. including priming coat with approved steel primer all complete.					
3.1.1	9.48.1	Fixed to steel windows by welding	315	219.10	kg	69,017.00	SR

ITEM No	CODE	SUB-HEADS AND ITEM OF WORK	QUANTITY	RATE (Rs)	UNIT	AMOUNT (Rs)	
3.2	9.147	Providing and fixing factory made uPVC glazed/wire mesh windows/ doors comprising of lead free uPVC multi-chambered frame, sash and mullion/coupler (where ever required) extruded profiles having minimum wall thickness of 1.70 mm for Series R1 and R2 profiles and 2.10 mm for Series R3 and R4 profiles conforming to EN: 12608 in any shape, colour and design duly reinforced with galvanized mild steel section made of required shape & size as per CPWD Specification, uPVC extruded glazing beads, interlocks and Inline sash adaptor (where ever required) of appropriate dimension, EPDM gasket, hardware, SS 304 grade fasteners of minimum 8 mm dia with countersunk head, comprising of matching polyamide PA6 grade sleeve for fixing frame to finished wall as per IS 1367 : Part 1 to 14, plastic packers, plastic caps and necessary stainless steel screws etc. Profile of frame, sash & mullion (if required) shall be mitred cut and fusion welded/mechanically jointed duly sealed at all corners, including drilling of holes for fixing hardware and drainage of water etc. After fixing frame the gap between frame and adjacent finished wall shall be filled with weather proof silicon sealant over backer rod of approved size and quality, all complete as per approved drawing conforming to CPWD specification & direction of Engineer-in-Charge. Section of steel reinforcement and cross sections of uPVC profiles to be as per design approved by Engineer-in-Charge. Wire mesh / Glazing of plain/ toughened/ laminated/ double glass unit with / without high performance coatings as per design requirements and conforming to IS: 3548 & IS: 16231 shall be paid separately. Note:- Structural design proof checked from a Government Engineering Institute, to be provided by the manufacturer for (i) Sites with basic wind speed > 45 m/sec as per IS 875 — Part 3 (ii) Sites with structure height more than 20m for all wind speeds					
3.2.1	9.147.C2	Fixed window/ ventilator with mullion /transom.					
3.2.1.1	9.147.C2.1	Using R3 series with frame (55 mm & above) x (45 mm & above) & mullion (55 mm & above) x (65 mm & above). (Height upto 2.5 metre)	24	7,827.75	sqm	1,87,866.00	SR
3.2.2	9.147.E5	Casement cum fixed panel window having single casement panel at both ends & middle fixed panel with S.S 304 friction hinges as per size and weight of sash, multi-point locking system, zinc alloy (zamak) powder coated handles.					
3.2.2.1	9.147.E5.1	Using R3 series with frame (55 mm & above) x (45 mm & above) & sash (55 mm & above) x (65 mm & above) & mullion (55 mm & above) x (65 mm & above). (Height upto 1.8 metre; each openable shutter upto 0.8m width)	14	10,051.20	sqm	1,40,717.00	SR
		Sub-Total				3,97,600.00	
4	10	STEEL WORK					

ITEM No	CODE	SUB-HEADS AND ITEM OF WORK	QUANTITY	RATE (Rs)	UNIT	AMOUNT (Rs)	
4.1	10.1	Structural steel work in single section, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	20	117.35	kg	2,347.00	SR
4.2	10.5	Providing and fixing 1 mm thick M.S. sheet door with frame of 40x40x6 mm angle iron and 3 mm M.S. gusset plates at the junctions and corners, all necessary fittings complete, including applying a priming coat of approved steel primer.					
4.2.1	10.5.1	Using M.S. angels 40x40x6 mm for diagonal braces	9	5,804.35	sqm	52,239.00	SR
		Sub-Total				54,586.00	
5	11	FLOORING					
5.1	11.2	Dry brick on edge flooring in required pattern with bricks of class designation 7.5 on a bed of 12 mm mud mortar, including filling joints with Jamuna sand, with common burnt clay non modular bricks.	112	792.05	sqm	88,710.00	SR
5.2	11.3	Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate) finished with a floating coat of neat cement, including cement slurry, but excluding the cost of nosing of steps etc. complete.					
5.2.1	11.3.1	40 mm thick with 20 mm nominal size stone aggregate	3	614.20	sqm	1,843.00	SR
5.3	11.26	Kota stone slab flooring over 20 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab, including rubbing and polishing complete with base of cement mortar 1 : 4 (1 cement : 4 coarse sand) :					
5.3.1	11.26.1	25 mm thick	105	1,948.25	sqm	2,04,566.00	SR
		Sub-Total				2,95,119.00	
6	12	ROOFING					
6.1	12.41	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes.					
6.1.1	12.41.1	75 mm diameter	6	248.80	metre	1,493.00	SR
6.2	12.42	Providing and fixing on wall face unplasticised - PVC moulded fittings/ accessories for unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS :5382, leaving 10 mm gap for thermal expansion.					
6.2.1	12.42.3	Single tee with door					
6.2.1.1	12.42.3.1	75x75x75 mm	4	164.20	each	657.00	SR

ITEM No	CODE	SUB-HEADS AND ITEM OF WORK	QUANTITY	RATE (Rs)	UNIT	AMOUNT (Rs)	
6.3	12.43	Providing and fixing unplasticised -PVC pipe clips of approved design to unplasticised - PVC rain water pipes by means of 50x50x50 mm hard wood plugs, screwed with M.S. screws of required length, including cutting brick work and fixing in cement mortar 1:4 (1 cement : 4 coarse sand) and making good the wall etc. complete.					
6.3.1	12.43.1	75 mm	5	369.85	each	1,849.00	SR
		Sub-Total				3,999.00	
7	13	FINISHING					
7.1	13.1	12 mm cement plaster of mix:					
7.1.1	13.1.2	1:6(1 cement: 6 fine sand)	215	333.35	sqm	71,670.00	SR
7.2	13.41	Distempering with 1st quality acrylic distemper (ready mixed) having VOC content less than 50 gram/litre, of approved manufacturer and of required shade and colour all complete to achieve even shade and colour:					
7.2.1	13.41.1	New work (two or more coats) over and including water thinnable priming coat with cement primer having VOC content less than 50 gram/litre	215	185.65	sqm	39,915.00	SR
7.3	13.61	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :					
7.3.1	13.61.1	Two or more coats on new work	278	155.90	sqm	43,340.00	SR
7.4	13.80	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	215	156.05	sqm	33,551.00	SR
		Sub-Total				1,88,476.00	
8	15	Dismantling and Demolishing					
8.1	15.3	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in- charge.	2.75	3,551.25	cum	9,766.00	SR
8.2	15.7	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.					
8.2.1	15.7.4	In cement mortar	24.2	2,060.20	cum	49,857.00	SR
8.3	15.13	Taking out doors, windows and clerestory window shutters (steel or wood) including stacking within 50 metres lead :					
8.3.1	15.13.2	Of area beyond 3 sq. metres	10	188.90	each	1,889.00	SR
8.4	15.56	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	215	54.65	sqm	11,750.00	SR
8.5	15.57	Dismantling aluminium/ Gypsum partitions, doors, windows, fixed glazing and false ceiling including disposal of unserviceable material and stacking of serviceable material with in 50 meters lead as directed by Engineer- in-charge.	15	56.35	sqm	845.00	SR

ITEM No	CODE	SUB-HEADS AND ITEM OF WORK	QUANTITY	RATE (Rs)	UNIT	AMOUNT (Rs)	
8.6	15.60	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	30	263.95	cum	7,919.00	SR
		Sub-Total				82,026.00	
9	18	WATER SUPPLY					
9.1	18.9	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge. External work					
9.1.1	18.9.2	20 mm nominal dia Pipes	2	274.30	metre	549.00	SR
9.1.2	18.9.3	25 mm nominal dia Pipes	10	355.40	metre	3,554.00	SR
9.1.3	18.9.4	32 mm nominal dia Pipes	45	438.60	metre	19,737.00	SR
9.2	18.13	Making connection of G.I. distribution branch with G.I. main of following sizes by providing and fixing tee, including cutting and threading the pipe etc. complete :					
9.2.1	18.13.1	25 to 40 mm nominal bore	2	911.90	each	1,824.00	SR
9.3	18.17	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) :					
9.3.1	18.17.3	40 mm nominal bore	2	826.10	each	1,652.00	SR
9.4	18.48	Providing and placing on terrace (at all floor levels) polyethylene water storage tank, IS : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.	2000	11.00	per litre	22,000.00	SR
9.5	18.76	Cutting holes up to 30x30 cm in walls including making good the same:					
9.5.1	18.76.1	With common burnt clay F.P.S. (non modular) bricks	2	416.80	each	834.00	SR
		Sub-Total				50,150.00	
10	21	ALUMINIUM WORK					
10.1	21.3	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item):					
10.1.1	21.3.2	With float glass panes of 5 mm thickness (weight not less than 12.50 kg/sqm)	30	1,505.25	sqm	45,158.00	SR
		Sub-Total				45,158.00	
11	26	NEW TECHNOLOGIES AND MATERIALS					

ITEM No	CODE	SUB-HEADS AND ITEM OF WORK	QUANTITY	RATE (Rs)	UNIT	AMOUNT (Rs)	
11.1	26.1000	Old bricks (useable bricks materils) are disposed by the contractor by way of transport including loading unloading the materils carriage cost and same will be disposed out of the campus .(rate will be deduct from the bill amount) .	2000	- 3.00	each	- 6,000.00	MR
		Sub-Total				- 6,000.00	
		Total				11,92,814.00	
		Modified Estimated Cost after using correction factor on DSR 2023 on account of GST @ 0.973 * 1198814 = 1166446				11,60,446.00	
		Total				11,60,446.00	
		Grand Total				11,60,446.00	
		Say				11,60,446.00	

(Rupees Eleven Lakh Sixty Thousand Four Hundred Fourty Six only)

Cost Estimate (Electrical Works)

Name of Work: Electrical Renovation of space at Workshop Building to convert Waterjet Lab at IIT (ISM) Dhanbad						
Sl. No.	Item Description	Unit	Rate	Ref	Qty	Amount
1	Supplying and fixing of following ways surface/ recess mounting, vertical type, 415 V, TPN MCB distribution board of sheet steel, dust protected, duly powder painted, inclusive of 200 A tinned copper bus bar, common neutral link, earth bar, din bar for mounting MCBs (but without MCBs and incomer) as required . (Note : Vertical type MCB TPDB is normally used where 3 phase outlets are required.)					
1.1	12way (12 + 36), Double door	Nos.	13,512.00	DSR_2.5.3	1.00	13,512.00
2	Supplying and fixing following way, single pole and neutral, sheet steel, MCB distribution board, 240 V, on surface/ recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required. (But without MCB/RCCB/Isolator)					
2.1	12 way , Double door	Nos.	2,871.00	DSR_2.3.3	1.00	2,871.00
3	Providing and fixing following rating and breaking capacity and pole MCCB with thermomagnetic release and terminal spreaders in existing cubicle panel board including drilling holes in cubicle panel, making connections, etc. as required.					
3.1	160A,36KA,FPMCCB	Nos.	16,518.00	Analysis	1.00	16,518.00
4	Supplying and fixing 63 amps rating, 240/415 volts, "C" curve, 10 KA miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.					
4.1	Triple pole.	Nos.	2,032.00	Analysis	1.00	2,032.00
4.2	Four pole.	Nos.	2,529.00	Analysis	1.00	2,529.00

Cost Estimate (Electrical Works)

Sl. No.	Item Description	Unit	Rate	Ref	Qty	Amount
5	Supplying and fixing 40 amps rating, 240/415 volts, "C" curve, 10 KA miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.					
5.1	Single Pole	Nos.	733.00	Analysis	3.00	2,199.00
5.2	Double Pole	Nos.	1,145.00	Analysis	3.00	3,435.00
5.3	Triple pole.	Nos.	2,035.00	Analysis	3.00	6,105.00
5.4	Four pole.	Nos.	2,532.00	Analysis	3.00	7,596.00
6	Supply & Fixing 40 A, 415 V, TPN industrials plug socket db suitable for flush mounting and surface mounting with provission of fixing of 40 A 415 V "C" curve TPN MCB in sheet steel enclosure, complete with connections, testing and commissioning etc. as required.	Nos.	6,572.00	Analysis	3.00	19,716.00
7	Supply & Fixing 63 A, 415 V, TPN industrials plug socket db suitable for flush mounting and surface mounting with provission of fixing of 63 A 415 V "C" curve TPN MCB in sheet steel enclosure, complete with connections, testing and commissioning etc. as required.	Nos.	10,560.00	Analysis	1.00	10,560.00
8	Supplying and fixing DP sheet steel enclosure on surface/ recess along with 25/32 A 240 V "C" curve DP MCB complete with connections, testing and commissioning etc. as required.	Nos.	1,258.00	DSR_2.16	3.00	3,774.00
9	Supplying and fixing 5 A to 32 A rating, 240/415 V, 10 kA, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.					
9.1	Triple pole.	Nos.	1,070.00	DSR_2.10.4	1.00	1,070.00
9.2	Single Pole.	Nos.	285.00	DSR_2.10.1	21.00	5,985.00

Cost Estimate (Electrical Works)

Sl. No.	Item Description	Unit	Rate	Ref	Qty	Amount
10	Supplying and drawing following sizes of FRLS PVC insulated copper conductor, single core cable in the existing surface/recessed steel/ PVC conduit/DLP Trunking system as required.					
10.1	3 x 1.5 sq. mm	Mtr	104.00	DSR_1.17.3	150.00	15,600.00
10.2	3x4 sq.mm	Mtr	222.00	DSR_1.17.21	185.00	41,070.00
10.3	2 x 6 sq. mm	Mtr	234.00	DSR_1.17.29	40.00	9,360.00
10.4	3x6 sq. mm	Mtr	326.00	DSR_1.17.30	45.00	14,670.00
10.5	3 x10 sq. mm	Mtr	659.00	Analysis	45.00	29,655.00
10.6	4 X 10 sq. mm + 2 X 6 sqmm	Mtr	1,290.00	Analysis	90.00	1,16,100.00
10.7	4 X 16 sq. mm + 2 X 6 sqmm	Mtr	1,551.00	Analysis	15.00	23,265.00
11	Supply of 3.5X120 Aluminium conductor XLPE insulate GI Armoured cable, of voltage grade 1100 V conforming to IS stander 7098	Mtr	1,513.00	Analysis	226.00	3,41,938.00
12	Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size in the existing RCC/ HUME/ METAL pipe as required.					
12.1	Above 95 sq. mm and upto 185 sq. mm	Mtr	97.00	DSR_10.5.3	226.00	21,922.00
13	Supplying and making end termination with brass compression gland and aluminium lugs for following size of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required					
13.1	3.5 X 120 sq. mm (45mm)	Nos.	710.00	DSR_11.1.25	2.00	1,420.00
14	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, with modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable etc. as required.					
14.1	Group C	Nos.	1,704.00	DSR_1.10.3	9.00	15,336.00

Cost Estimate (Electrical Works)

Sl. No.	Item Description	Unit	Rate	Ref	Qty	Amount
15	Cutting holes up to 45 cm dia in walls including making good the same	Nos.	473.00	Analysis	3.00	1,419.00
16	Supply & installation of 450mm sweep, 1400 rpm, industrial type, heavy duty Exhaust fan in existing Opeining	Nos.	8,377.00	Analysis	2.00	16,754.00
17	Extra for fixing the louvers/ shutters complete with frame for a exhaust fan of all sizes.	Nos.	260.00	DSR_1.51	0.00	0.00
18	Installation of Earthing withch emicalelectrode of size 3meter long, 40mm. Dia including back fill of 50Kg earth compound and providing masonary enclosure with cover plate having locking arrangement as required.	Nos.	19,539.00	Analysis	1.00	19,539.00
19	Providing and fixing 25 mm X 5 mm G.I. strip on surface or in recess for connections etc. as required.	Mtr	287.00	DSR_5.15	90.00	25,830.00
20	Supply & install Energy saving, environment friendly & robust 100 watt Mediumbay /Highbay LED luminaire with high efficacy (100 lm/W) with toughened glass, including making arrangement for installation	Nos.	9,760.00	Analysis	6.00	58,560.00
21	Supply & fixing 450 mm sweep good looks with modern styling 230V, 50Hz single phase upto 235 watt industrial wall mounted fans, having 1400 rpm, air delivery 300 cum/min	Nos.	10,970.00	Analysis	6.00	65,820.00
22	S/installation of following sizes DLP PVC Mini - Trunking System (Body with Cover).					
22.1	32 x 16 mm	Mtr	225.00	Analysis	18.00	4,050.00
23	S/installation of following sizes DLP PVC Trunking System (Body without Cover).					
23.1	80 x 50 mm	Mtr	825.00	Analysis	54.00	44,550.00
24	S/installation of Separation partition for DLP PVC Trunking system	Mtr	336.00	Analysis	54.00	18,144.00

Cost Estimate (Electrical Works)

Sl. No.	Item Description	Unit	Rate	Ref	Qty	Amount
25	S/installation of full flexible Cover for following sizes DLP PVC Trunking System.					
25.1	80 x 50 mm	Mtr	465.00	Analysis	54.00	25,110.00
26	S/installation of Left or right end cap for following sizes DLP PVC Trunking System.					
26.1	80 x 50 mm	Nos.	284.00	Analysis	2.00	568.00
27	S/installation of Internal angle, adjustable from 80° to 100° for 80x50 mm & above sizes DLP PVC Trunking System.	Nos.	585.00	Analysis	5.00	2,925.00
28	S/installation of External angle, adjustable from 60° to 120° for 80x50 mm & above sizes DLP PVC Trunking System.	Nos.	574.00	Analysis	2.00	1,148.00
29	S/installation of 90° flat angle for following sizes DLP PVC Trunking System.					
29.1	80 x 50 mm	Nos.	782.00	Analysis	12.00	9,384.00
30	Supply & Fixing of following sizes moduler Clip On Supports with Base plate & Cover Plate on DLP PVC Trunking system for installation Switch Socket accessories.					
30.1	1 or 2 Module	Nos.	280.00	Analysis	2.00	560.00
30.2	3 Module	Nos.	321.00	Analysis	2.00	642.00
30.3	6 Module	Nos.	396.00	Analysis	12.00	4,752.00
31	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.					
31.1	5/6 A switch	Nos.	121.00	DSR_1.24.1	11.00	1,331.00
31.2	15/16 A switch	Nos.	176.00	DSR_1.24.3	16.00	2,816.00
31.3	3 pin 5/6 A socket outlet	Nos.	136.00	DSR_1.24.4	11.00	1,496.00
31.4	6 pin 15/16 A socket outlet	Nos.	219.00	DSR_1.24.5	16.00	3,504.00
32	S/fixing modular RJ- 45 Krone jack with mounting (Cat - 6) for internet.	Nos.	435.00	Analysis	3.00	1,305.00
33	S/fixing of Premium Jack Cat 6 Keystone.	Nos.	126.00	Analysis	3.00	378.00

Cost Estimate (Electrical Works)

Sl. No.	Item Description	Unit	Rate	Ref	Qty	Amount
34	Supplying, drawing, Installation, Testing and commissioning of CAT6 UTP LSZH 23AWG Twisted Pair Cable in existing conduit/ on surface, Category 6 Unshielded Twisted Pair, 4 pair should be complied as per UL/ETL verification program for compliance with ANSI/TIA-568.2-D standard. Outer diameter should be in the range of 6.1mm nominal with Operating Temperature Range : -5° to +60°C, Bending Radius : < 4 X Cable Diameter at -5°C ± 1°C and Pulling Force : 11.5Kg etc. complete as required.					
34.1	1 run of cable	Mtr	60.00	DSR_39.17.1	15.00	900.00
34.2	2 Run of cable	Mtr	96.00	DSR_39.17.2	10.00	960.00
34.3	3 Run of cable	Mtr	131.00	DSR_39.17.3	40.00	5,240.00
35	Supplying and fixing of following sizes of medium class PVC conduit along with accessories in srface/recess including cutting the wall and making good the same in case of recessed conduit as required.					
35.1	20 mm	Mtr	151.00	DSR_1.21.1	55.00	8,305.00
35.2	25 mm	Mtr	168.00	DSR_1.21.2	35.00	5,880.00
36	Supplying and fixing following size/ modules, GI box alongwith modular base & cover plate for modular switches in recess etc. as required.					
36.1	1 or 2 Module (75mmX75mm)	Nos.	354.00	DSR_1.27.1	7	2,093.00
37	Providing and fixing 6 SWG dia G.I. wire on surface or in recess for loop earthing along with existing surface/ recessed conduit/ submain wiring/ cable as required.	Mtr	50.00	DSR_5.18	42	2,093.00
Total Amount						**10,64,294.00**

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SECTION 9

FORMS

Annexure I

DETAILS OF CREDENTIALS/INFORMATION SHEET ABOUT THE TENDERER/CONTRACTOR

(To be filled in by the Tenderer/Contractor)

Sl. No.	Items		
1	Name of the Firm/Company of the Tenderer		
2	Name & address of the Chief Executive/ Chairman and Managing Director of the Firm with Telephone no. if any		
3	Registered Office and address of the firm With Telephone and Fax no. if any		
4	Address for Correspondence/all communications with the firm		
5	Name, designation, address of the person authorised to deal with this tender/work		
6	Nature of the registration of the firm		Limited Co. / Private Ltd./Partnership Co./ Proprietorship firm
7	Registration No. with date and Registering Authority		
8	Address of the office/work site of the tenderer, nearest to the place of the work being tendered		
9	Name of Directors/Partners	Occupation	Address

10. Particulars about the professional persons employed by the firm :

Name of the professional persons & Address	Qualification	Experience in no. of years	Nature of experience	Date of joining

11. Details of the work experience of the firm :

Name & Address of the client	Name of the work & Contract No.	Value (Rs.)	Completion time	
			Scheduled	Actual

12. Financial Particulars:

Sl. No.	Items	
a	Authorized capital	
b	Paid up capital	
c	Working capital-limit in cash/credit for, bill Purchase/discount-forms etc. from the bank	Branch:
d	Loans and Advance taken	Value of Rs.
e	Loan and advances outstanding	

Value of work/Turn over done during preceding three years:

Financial year	Value of work	Income Tax deposited

13. Name and signature of Authorised Representative of Tenderer/Contractor :

Annexure-II

LIST OF SIMILAR JOBS ONLY EXECUTED DURING LAST 7 YEARS
(STARTING FROM MOST RECENT JOB)

Year	2025	2024	2023	2022	2021	2020	2019
Name of work							
Name & Address of client with Contact No.							
Contract value							
Completion period							
Date of commencement							
Date of completion							
Reasons for delay, if any							
Completion cost including all materials							
Completion certificate enclosed (Yes/No)							
Dispute, if any (Yes/No)							

Note: Extra sheets can be enclosed, if the above space is not sufficient

Annexure-III

LIST OF OTHER CIVIL CONSTRUCTION JOBS (LIKE THOSE INDICATED IN ANNEXURE-II) EXECUTED DURING LAST 7 YEARS STARTING FROM MOST RECENT JOB.

Year	2025	2024	2023	2022	2021	2020	2019
Name of work							
Name & Address of client with Contact No.							
Contract value							
Completion period							
Date of commencement							
Date of completion							
Reasons for delay, if any							
Completion cost including all materials							
Completion certificate enclosed (Yes/No)							
Dispute, if any (Yes/No)							

Note: Extra sheets can be enclosed, if the above space is not sufficient

Annexure – IV

FORMAT FOR BID CAPACITY

Calculation of bidding capacity
Details of existing commitments and ongoing works

S. No.	Name of work/ project and location	Owner or sponsoring organization	Contract value in Crore of rupees	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Remaining work in percentage (100- column 7)	Existing commitment Column 4 x Column 8/100	Name and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10	11

Total (B) =
Maximum turnover in last seven years = Rs…….
Updated value of turnover (A) = Rs…….
No. of years (N) = 0.5
Bidding Capacity= {[AxNx2.5]-B} =
Certificate:
I certify that all the awarded and ongoing works have been included in the above list.

Annexure V

Form of Performance Security (Guarantee)

Bank Guarantee Bond-Format

On non-judicial stamp paper of minimum Rs. 100

i. Whereas the Deputy Superintending Engineer on behalf of Director, IIT (ISM) Dhanbad (hereinafter called "The Authority") has invited bids under …… (NIT number)……. dated …… for …… (Name of work) …… …… …… … …… …… The authority has further agreed to accept irrevocable Bank Guarantee for Rs. ……..…. (Rupees …… only) valid upto …… (date)*…… as Earnest Money Deposit from ……. (name and address of contractor) ……..(hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

Whereas the Deputy Superintending Engineer on behalf of Director, IIT (ISM) Dhanbad (hereinafter called "The Authority") has entered into an agreement bearing number ……..... with ……..... (name and address of the contractor) …….. (hereinafter called "the Contractor") for execution of work …… (name of work) ……... The Authority has further agreed to accept an irrevocable Bank Guarantee for Rs. ……..…. (Rupees …… only) valid upto …….. (date)..…… as Performance Guarantee/Security Deposit/Mobilization Advance/Refund of mile stone withheld amount from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

ii. We, …… (Indicate the name of the bank) ……. (herein after referred to as "the Bank"), hereby undertake to pay to the Authority an amount not exceeding Rs. …….. (Rupees……. only) on demand by the Authority within 10 days of the demand.

iii. We, ……(indicate the name of the Bank) ……, do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Authority stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. …….. (Rupees …….only)

iv. We, …… (indicate the name of the Bank) ……, further undertake to pay the Authority any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending On non-judicial stamp paper of minimum Rs. 100 before Dhanbad district court, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

v. We, …… (indicate the name of the Bank) ……, further agree that the

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

vi. We, …… (indicate the name of the Bank) ……., further agree that the Authority at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Authority may have in relation to the Contractor's liabilities.

vii. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

viii. We, ……. (indicate the name of the Bank) ……., undertake not to revoke this guarantee except with the consent of the Authority in writing.

ix. This Bank Guarantee shall be valid up to ……. unless extended on demand by the Authority. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. …… (Rupees …….. only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date .....

Witnesses:

1. Signature……
   Name and address

Authorized signatory
Name
Designation
Staff code no.

2. Signature…….
   Name and address

Bank seal

Annexure VI

FORM

INDENTURE FOR SECURED ADVANCES

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

THIS INDENTURE made the…… day of ……..20……. BETWEEN …… (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the Director, IIT (ISM) Dhanbad (hereinafter called the Authority which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

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

Director, IIT (ISM) Dhanbad and declare as follows: -

(1) That the said sum of Rupees ……..so advanced by the Director, IIT (ISM) Dhanbad to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.

(2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the Director, IIT (ISM) Dhanbad as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the Board of Governors against all claims to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Director, IIT (ISM) Dhanbad ……. (hereinafter called the Authority) and in the term of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Director, IIT

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

(5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Director, IIT (ISM) Dhanbad or an officer authorised by him on that behalf.

(6) That the advances shall be repayable in full when or before the Contractor receives payment from the Director, IIT (ISM) Dhanbad of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Director, IIT (ISM) Dhanbad will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Director, IIT (ISM) Dhanbad shall immediately on the happening of such default be repayable by the Contractor to the Director, IIT (ISM) Dhanbad together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the President in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the President to repay and pay the same respectively to him accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the Director, IIT (ISM) Dhanbad of the said sum of Rupees ……and any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the Director, IIT (ISM) Dhanbad may at any time thereafter adopt all or any of the following courses as he may deem best :-

(a) Size and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the Director, IIT (ISM) Dhanbad on demand.

(b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Director, IIT (ISM) Dhanbad under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 47 of the contract.

In witness whereof the said ……and ……by the order and under the direction of the Deputy Superintending Engineer on behalf of Director, IIT (ISM) Dhanbad have hereunto to set their respective hands the day and year first above written.

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

Signature ……

Witness Name …… ……..

Address …….

Signed by……..

By the order and direction of the Deputy Superintending Engineer on behalf of Director, IIT (ISM) Dhanbad in the presence of

Signature ……

Witness Name …… ……..

Address ……

Annexure VII

Form of Earnest Money Deposit

Bank Guarantee Bond

On non-judicial stamp paper of minimum Rs. 100

x. Whereas the Deputy Superintending Engineer on behalf of Director, IIT (ISM) Dhanbad (hereinafter called "The Authority") has invited bids under …… (NIT number) ……. dated …… for …… (Name of work) …… …… …… … …… …… The authority has further agreed to accept irrevocable Bank Guarantee for Rs. ……..……. (Rupees …… only) valid upto …… (date)*…… as Earnest Money Deposit from ……. (Name and address of contractor) ……..(hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

Whereas the Deputy Superintending Engineer on behalf of Director, IIT (ISM) Dhanbad (hereinafter called "The Authority") has entered into an agreement bearing number ……..... with ……..... (name and address of the contractor) …….. (hereinafter called "the Contractor") for execution of work …… (Name of work) ……... The Authority has further agreed to accept an irrevocable Bank Guarantee for Rs. ……..……. (Rupees …… only) valid upto …….. (Date)..…… as Performance Guarantee/Security Deposit/Mobilization Advance/Refund of mile stone withheld amount from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

xi. We, …… (indicate the name of the bank) ……. (hereinafter referred to as "the Bank"), hereby undertake to pay to the Authority an amount not exceeding Rs. …….. (Rupees……. only) on demand by the Authority within 10 days of the demand.

xii. We, ……(indicate the name of the Bank) ……, do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Authority stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. …….. (Rupees …….only)

xiii. We, …… (indicate the name of the Bank) ……, further undertake to pay the Authority any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending On non-judicial stamp paper of minimum Rs. 100 before Dhanbad district court, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

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

xv. We, …… (indicate the name of the Bank) ……., further agree that the Authority at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Authority may have in relation to the Contractor's liabilities.

xvi. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

xvii. We, ……. (indicate the name of the Bank) ……., undertake not to revoke this guarantee except with the consent of the Authority in writing.

xviii. This Bank Guarantee shall be valid up to ……. unless extended on demand by the Authority. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. …… (Rupees …….. only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date .....

Witnesses:

3. Signature…… Authorized signatory

   Name and address Name

   Designation

   Staff code no.

4. Signature……. Bank seal

   Name and address

SECTION 10

PERFORMA OF SCHEDULE A, B, C, D, E AND F

SCHEDULE 'A'

Schedule of quantities

(a) For Civil component of work attached at Section 8: Scope of work

(b) For Electrical component of work attached at Section 8: Scope of work

SCHEDULE 'B' :

Schedule of materials to be issued to the contractor

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

SCHEDULE 'C'

Tools and plants to be issued to the contractor

Sl. No.	Description	Hire charges per day	Place of issue
1	2	3	4
---------- NIL ----------			

SCHEDULE 'D'

Extra schedule for specific requirement/documents for the work, if any

---------- NIL ----------

SCHEDULE 'E'

1. Reference to General Conditions of Contract: General Conditions of contract as per SECTION 3.

2. **Name of work :** ***Civil and Electrical renovation works for Establishment of Water Jet Lab-2 at Central Workshop at IIT (ISM), Dhanbad.***

	Estimated cost of work:	Estimated Cost Rs. 22,24,740/-
(i)	Earnest Money	Rs. 56,000/-
(ii)	Performance Guarantee	(a) 5 % of the Tendered Value or Estimated Cost Put to Tender (ECPT) (whichever is higher); and (b) Where the tendered amount is less than eighty percent (80%) of the estimated cost put to tender (ECPT), the Performance Guarantee, in addition to the requirement as under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount
(iii)	Security Deposit	2.5 % of Bill Amount

SCHEDULE 'F'		
	General Rules & Directions :	
	Officer inviting tender	
	Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 7	See Below
	Definitions	
	Engineer-in-charge	
	Accepting Authority	
	Percentage on cost of materials and labour to cover all overhead & profits	15%
	Standard schedule of rates	*DSR 2023 with correction slips* ***up to last date of submission of bid****.*
	Department	
	Standard IIT (ISM) Dhanbad contract Form	General Conditions of contract as per SECTION 3.

CLAUSE 1

(i)	Time allowed for submission of Performance guarantee, Programme Chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. or proof of applying thereof from date of issue of letter of acceptance.	07 Days
(ii)	Maximum allowable extension with late fee @ 0.1% per day of performance guarantee amount beyond the period provided in (i) above	07 Days
(iii)	The lowest bidder shall have to execute MOU with OEM in case of lift and OEM/Authorized service centre of OEM for execution of comprehensive maintenance of E & M services. The lowest bidder shall have to submit all MOUs within 10 days from date of opening of Price bid. Only on receipt and verification of all MOUs, the Engineer-in-Charge shall award the work. In case of Non submission or partial submission of MOUs the work shall not be awarded and the EMD will be forfeited.	10 Days

CLAUSE -2

Authority for fixing compensation for not attending the complaint or non-deployment of labour as per time limit mentioned in Special Condition of Contract as per Section 4	The Director

CLAUSE 3

Number of days from the date of issue of letter of acceptance for reckoning date of start of work	7 Days
Time allowed for execution of work	60 (Sixty) Days

	Authority to decide		
(i)	Extension of time	:	**The Director, IIT (ISM) Dhanbad**
(ii)	Rescheduling of mile stones	:	**The Director, IIT (ISM) Dhanbad**
(iii)	Shifting of date of start in case of delay in handing over of site	:	**The Director, IIT (ISM) Dhanbad**

Clause 3.1			
(a) Schedule of Handing over of site.			
Part	Portion of site	Description	Time period for handing over reckoned from date of issue of letter of acceptance
1	**2**	3	

Site is available			
(b) Schedule of issue of Designs.			
Part	Portion of site	Description	Time period for handing over reckoned from date of issue of letter of acceptance
1	**2**	3	
-NA-			

Clause 3.2		
Nature of Hindrance Register	:	Physical
CLAUSE 4		
All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book	:	Yes
CLAUSE 5		
Gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment		Monthly payment shall be made to contractor on submission of monthly RA bill.
CLAUSE 6		
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.	:	Yes

CLAUSE 7

Extra Items	
Extra items are those items which are not available in the contract. a. Non-Schedule Extra Items are those items which are not available in the standard schedule of rates, mentioned in Schedule F; b. Scheduled Extra Items are those items which are available in the standard schedule of rates, mentioned in Schedule F. **a. Non Schedule Extra Item(s) –** The Contractor shall within 15 days of receipt of order to execute extra item(s) or occurrence of the item(s) submit analysis of rate of extra item(s) based on the rate(s) available in the basic rate of standard schedule of rates, mentioned in Schedule F and rate(s) of the material(s) based on tax paid bills which are not available in the standard schedule of rate. For this purpose, the basic rate of the material(s) available in schedule of rate(s) will be enhanced or reduced by the applicable cost index, as the case may be.	

The rate (s) of the material(s) which are not available in standard schedule of rates, mentioned in Schedule F shall be based on the tax paid bills for the material(s) as defined in the manufacturer's specification. Material rate(s) from the standard schedule of rates, mentioned in Schedule F shall be given priority in the analysis of rate (s). The rate of the extra item will be III. Analyzed rate(s) as above multiplied by (contract amount divided by estimated cost put to tender), if tendered amount is below the estimated amount put to tender IV. Analyzed rate, if the contract amount is above the estimated amount put to tender Failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding. Where the contractor submits analysis of rate(s) of extra item(s) in the manner prescribed above, the Engineer-in-Charge shall, within 60 days of the receipt of the analysis of rate, after giving consideration to the analysis of rate and other documents submitted by the contractor, determine the rate(s) of extra item(s). The contractor shall be paid in accordance with the rate(s) so determined. However, provisional rate(s) on the basis of invoice will be allowed by the Engineer-in-charge. Invoice shall be accepted only for material(s) not available in the standard schedule of rates, mentioned in Schedule F. The contractor while submitting the tax paid bill of purchased material(s) shall ensure that the rate(s) of material(s) are reasonable and lowest available in the market. If Engineer-in-charge feels rates in tax paid bills submitted by the contractor are not reasonable then he can modify the rate(s) after giving a notice to the contractor. Engineer-in-charge is the final authority to decide applicable rate(s) of material(s). **b. Scheduled Extra Item(s) –** i. For percentage rate tender, the extra item(s) shall be paid as per the standard schedule of rate, enhanced or reduced by the applicable cost index and further enhanced or reduced by the percentage above/below quoted by the contractor or estimated cost put to tender. ii. For item rate tender, the extra item(s) shall be paid as per the standard schedule of rate, enhanced or reduced by the applicable cost index and multiplied by (contract amount divided by the estimated cost put to tender) The rate(s) of extra item(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor.	

Latest available cost index at the time of beginning of execution of extra item(s) shall be used for calculation of rate of extra item(s). Labour rates will be based on latest available circulars issued by Central Govt or State govt. whichever are higher as well as applicable for the work. The cost of any operation incidental to or necessarily has to be in contemplation of tenderer while quoting filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.	
Competent Authority for deciding reduced rates.	The Director, IIT (ISM) Dhanbad

CLAUSE 8

List of machinery, tools & plants which may require to be deployed by the contractor at site.	
Note: Requirement of above T&P is tentative which may be changed by Engineer-in-charge as per requirement of work & site.	

Clause 9:

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 C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty as decided by the authority for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.	The Director, IIT (ISM) Dhanbad to decide penalty for each default Clause

Clause 10:

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 laborers employed by him on the work,	The Director, IIT (ISM) Dhanbad or equivalent officer in charge of work authority to decide penalty for each default

(2) their working hours, (3) the wages paid to them, (4) the accidents that occurred during the said for night 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 and the amount paid to them. Failing which the contractor shall be liable to pay to Government, a sum as decided by the authority for each default or materially incorrect statement. The decision of the Director, IIT (ISM) Dhanbad shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.	Clause

Clause 11

In the event of the contractor(s) committing a default or breach of any of the provisions of the 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 Government a sum as decided by the authority 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 decided by the authority 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.	The Director, IIT (ISM) Dhanbad or equivalent officer in charge of work authority to decide penalty for each default Clause

Clause 12

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from Training Institute/Industrial Training Institute/ National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. 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, it's 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	The Director, IIT (ISM) Dhanbad or equivalent officer in charge of work authority to decide penalty for each default Clause

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 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. Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores. For work costing more than Rs. 10 Crores, and upto Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen. For work costing more than Rs. 50Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in coordination with the 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 borne by the Government. The necessary space and workers shall be provided by the contractor and no claim whatsoever shall be entertained.	

Clause 13

Constitution of Dispute Redressed Committee (DRC) - to be nominated by The Director, IIT (ISM) Dhanbad having jurisdiction of the work

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SECTION 11

PREFERRED LIST OF MAKES

Unless otherwise specified, the brand/make of the material as specified in the item nomenclature, in the particular specifications and in the list of preferred makes attached in the tender, shall be used in the work.

In case of non-availability of the brand specified in the contractor shall be allowed to use alternate equivalent brand of the material subject to submission of documentary evidence of non-availability of the specified brand.

Sample of all the materials will be used only after approval of Dy. Superintending Engineer, IIT (ISM) Dhanbad.

Sl. No.	Items	Approved Makes / Brands
1	Cement (PPC/OPC)	Ultra Tech / Ambuja / J.K. Cement / ACC / Birla / Lafarge
2	Ready Mix Concrete	Ultratech concrete, ACC Ready Mix, RMC India
3	White Cement	J.K. White / Birla White / Ultratech
4	Reinforcement Steel Bars	Tata / SAIL / RINL /JSPL / JSW
5	Structural Steel	Tata / SAIL / RINL /JSPL / JSW
6	Stainless Structural Steel	Jindal / SAIL / Tata
7	Welding Rods	Esab / Bohler / Advani Oerilikam / D&H / ADOR
8	Steel Nut & Bolts	Hilti / Bosch / Fischer
9	Water proofing compounds, Admixtures, Plasticizers, super plasticizer, curing compounds	Fosroc/Dr. Fixit/STP Ltd./ Sika/ BASF/ MBT / CICO
10	Integral Water proofing compound with cement (for plaster and mortar)	Fosroc/ Dr. Fixit/Sika/BASF/STP Ltd.
11	Crystalline Water proofing compound	Fosroc/ Dr. Fixit/Sika/BASF/STP Ltd./Asian Paints/Ardex Endura
12	Waterproofing compound for bathroom/toilet/balcony and other wet areas	Fosroc/ Dr. Fixit/Sika/BASF/STP Ltd./CICO/Ardex Endura
13	Polysulphide sealant	FOSROC / Pidilite / BASF/ SIKA/STP Ltd
14	Weather Silicon Sealant	Dow Corning / GE Silicones/Waker/ BASF/Pidilite/Sika
15	Modular Expansion Joint	Herculas /CS / Vexcolt /Devin / Sainfield
16	Autoclaved Aerated Cement blocks	Aerocon (HIL Ltd.) / Ultratech / Siporex / Magicrete / Biltech / J.K Laxmi
17	Polymer Modified Adhesive for AAC Blocks	MYK Laticrete / J.K. Laxmi / Ultratech / Aerocon /Ardex Endura
18	Tile and Stone Adhesive & Grouting Compound	Fosroc / Ardex Endura / Laticrete / Pidilite/JK White/Ferrous Crete/STP Ltd.
19	Laminate	Greenlam / Merino / Century Ply/Action Tesa
20	Flush Doors	Green Ply / Merino / Century/Durian

Sl. No.	Items	Approved Makes / Brands
21	Plywood/Veneers	Green Ply / Merino / Century/Durian
22	Block Board	Green / Merino / Century
23	uPVC Window/Door/ Ventilator	Fenesta / Deceuninck / Aluplast / NCL Veka/ Duroplast
24	Frameless Glass Doors with SS patch fittings	Dorma / Hafele / Geze / Assa Abloy / Hettich/Dorset
25	Stainless steel mortice lock, ball bearing hinges, hanging floor door stopper, magic eye) for doors(non-fire rated)	Dorma / Hafele / Geze / Assa Abloy / Hettich/Dorset/Godrej
26	Stainless steel sliding door bolts, tower bolts, handles for doors (non- fire rated)	Hafele / Geze / Assa Abloy / Godrej
27	Hydraulic Door Closer	Dorma / Hafele / Geze /Assa Abloy / Hettich /Dorset/Godrej
28	Modular Kitchen Accessories	Hettich / Hafele / Blum
29	Auto sensys hinges (Stainless Steel)	Hafele / Geze / Hettich / Blum
30	False Ceiling (Metal)	Armstrong / Saint Gobain/ Dexune /Hunter Douglas
31	False Ceiling (Mineral Fiber and Calcium silicate)	Armstrong / Saint Gobain/ Dexune/Aerloite
32	U Baffle Aluminium Panel Ceiling	Hunter Douglas / SAS / Lindner / Gordon Inc. / Armstrong
33	Dash Fasteners / Anchors	Hilti / Bosch / Fischer / Wurth
34	Clamp System for Stone Cladding	Hilti / Bosch / Fischer / Wurth
35	Float/ frosted glass, mirror glass	Saint Gobain/ Modiguard /Asahi
36	Structural glazing, skylight	Saint Gobain/ Modiguard /Asahi
37	Fire-Rated Glass	Saint Gobain / SCHOTT/ Asahi / Pyroguard
38	Hermetically sealed performance glass, Toughened glass	Saint Gobain/ Modiguard /Asahi
39	Fire rated doors	Navair / i-clean /Shakti Hormann/Shakti Metador/Thrislington
40	Fire rated door hardware fitting	Geze / Dorma / Hafele / Hettich / Assa Abloy
41	FRP door frames and shutter	Fiberways Technology / JAYNA / SIMBA

Sl. No.	Items	Approved Makes / Brands
42	SS Drapery rod	Vista / Hunter Douglas/ Mac
43	Roller Blinds for windows	Hunter Douglus / Marvel / D Décor/Vista
44	Stainless Steel Railings, accessories etc	Jindal/Dormakaba/Kich/Geze/Godrej/Hardyn
45	Vitrified Tiles	Kajaria / Varmora / Somany/ Johnson / Nitco / Qutone/RAK
46	Glazed / Ceramic Tiles	Kajaria / Varmora / Somany/ Johnson / Nitco / Qutone/RAK
47	Aluminium Sections	Jindal / Hindalco / Indal / NALCO
48	Gypsum Plaster	Saint Gobain (Gyproc) / Boral / Ultratech / Asian Paints
49	Wall putty (white cement based)	Birla Wall Care Putty / JK Wall / Asian Paints Professional Wall Putty / Dulux Wall Putty/Berger
50	P.O.P. Putty	Sakarni / Adhar Shree / JK / Ashirwad
51	Epoxy Primer and Paints / Wood Primer/ Steel Primer	Akzonobel India / Kansai Nerolac / Asian Paints/Berger/ICI
52	Cement Primer	Nerolac/Berger/STP Ltd./Asian Paints/ICI
53	Oil bound washable distemper/dry distemper	ICI Dulux /Kansai Nerolac/ Asian Paints / Berger
54	1st quality Acrylic Distemper (washable)/ ready mix/ Low VOC	ICI Dulux /Kansai Nerolac/ Asian Paints / Berger
55	Plastic Emulsion Paint	ICI Dulux/ Kansai Narolac/ Asian Paints / Berger
56	Synthetic Enamel Paint	ICI Dulux / Kansai Narolac/ Asian Paints / Berger
57	Exterior Emulsion Paint	ICI Dulux (Weather Shield) / Kansai Narolac / Asian Paints (Apex) / Berger (Weather coat)
58	Textured exterior paint	Asian Paints/Nerolac/Berger/Ultratech paints/Luxture
59	Acrylic smooth exterior paint	ICI Dulux / Kansai Narolac/ Asian Paints / Berger
60	Premium Acrylic smooth exterior paint with silicon additive	ICI Dulux / Kansai Narolac/ Asian Paints / Berger
61	Melamine Polish	ICI Dulux / Kansai Nerolac / Asian Paints/Pidilite
62	Fire Paint	Akzonobel India (ICI Dulux) / Berger / Asian Paints/Promat
63	Polyester Powder Coating	ICI Dulux / Kansai Nerolac / Asian Paints
64	Centrifugally Cast (Spun) Iron Pipes & Fittings/Hubless pipes and fittings	Neco / Saint Gobain / BIC /Hepco / Kapilansh
65	Centrifugally Cast (Spun) Iron Pipes Class (LA) Pipe	Neco / Electro Steel / Tata / Kesoram

Sl. No.	Items	Approved Makes / Brands
66	uPVC/cPVC/PVC Pipes & Fittings	Supreme / Finolex / Jain irrigation / Astral/Prayag Polymers
67	G. I. /MS pipes	Tata/ Jindal (Hisar) / SAIL/Bansal
68	G. I. pipe Fittings	Unik / Zoloto / Jindal
69	SS water supply pipes and fittings	Rampart / Jindal / J-Press
70	Stainless Steel Sinks	Neelkanth / Nirali / Jayna/Jindal
71	CP Brass Fittings	Jaquar / Kohler / Grohe / Roca / American Standard/ Hindware/Cera/ Parryware
72	Vitreous China Fittings	Jaquar / American Standard / Kohler / Grohe / Roca / Kerovit /Toto/ Hindware/Cera/ Parryware
73	HDPE Pipes	Jain Irrigation / ORIPLAST / Dutron / Reliance
74	Ball Valves	Zoloto / Leader / Audco / Schell
75	Non return Valves	Zoloto / Leader / Audco / Kirloskar / IVC
76	Butterfly Valves	Audco / Advance / Schell / Kirloskar
77	Water Meter	Zoloto / Leader / Audco/ Everest/Kranti
78	SS Floor Grating	Jayna / Chilly / Nirali / Camry
79	Interlocking precast C.C. paver blocks / Kerb Stone / Grass Paver	Dalal / Nitco / Unistone / NTC / Ultra Tiles / Gayatri/ACC
80	Factory made wooden frames and wire gauge shutters	D.S. Doors / Jain Wood Industries / Jain Doors Pvt. Ltd.
81	Polycarbonate Sheet	Danpalon / Coxwell / Sunpal / Gallina
82	GRC Jali	Unistone / Birla White / Nav Nirman
83	Insulation	UP Twiga / Lloyd / Rock Wool
84	Acoustic treatment for walls, ceiling	Knauf AMF / Saint Gobain / Top Akustik /Armstrong / Hunter Douglas
85	Toilet Cubicles	Greenlam/ Merino / Century
86	Soap Dispenser	Euronics/ Kohler / Jaquar / Grohe
87	Extruded Polystyrene Board Insulation (XPS Board)	Dow Building Solutions / Owens Corning / Isofoam
88	Reinforced Soil Walls	Maccaferri / Terre Armee / Freyssinet
89	CGI Sheet	TATA / Jindal / JSW
90	Ball valves (15 to 50 mm)	Arco (SENA)/Sant/L&T
91	Multiport Valve	CWG / ASTRAL/AQUANOMICS
92	Chlorinator/Doser	CWG / ASTRAL/AQUANOMICS
93	Metering pump	LOTUS ALPHA / ASIA LMI/AQUANOMICS
94	Constant Pressure variable volume	GRUNDFOS/ARMSTRONG / ITT
95	Control valves	RAPID CONTROL / ANERGY / L&T

Sl. No.	Items	Approved Makes / Brands
96	Pressure Reducing Valve	HONEYWELL/ WATTS/ UTAM
97	PVC tanks	Himgiri/Sintex/Supreme/JK Polyplast
98	GM /Forged Brass Ball Valves	DANFOS/KITZ/ UTAM
99	Sluice Valve	AUDCO/ADVANCE/L&T
100	Air Release Valve	AUDCO/ADVANCE/L&T
101	Ball Float Valve	AUDCO/ADVANCE/L&T
102	Manhole (Prefabricate)	OK PLAT/CRESCENT FOUNDARY
103	APP (Water proofing membrane)	Berger/Pidilite/Sika/Fosroc/Asian Paints
104	PTMT fittings	Prayag/Ashirwad
105	FRP Door Shutters and frame	Jayna/Fiberways/Jain doors
106	WPC doors	Century ply/Green ply/Rajshri/Alstone/Tata Pravesh
107	CI manhole covers and gratings	NECO/BIC/SKF/Kapilansh
108	SFRC manhole covers and gratings	KK/Jain/Pragati

PREFERRED MAKES OF MATERIALS

Sl. No.	Items	Approved Makes/ Brands
1	FRLS Copper Wires	Havells, Polycab, Finolex
2	Aluminium Armoured Conductor Cable	Havells, Polycab, Finolex, Gloster
3	PVC Conduit/Casing Pipe	AKG,Polycab, Finolex
4	Modular Switches , Sockets, RJ-45 & Regulators	Crabtree, Legrand, M.K
5	LED Tubelight with Fitting , LED Street Light Fittings & LED Round surface Fitting	Philips, Havells, Crompton
6	Poly carbonate Junction Box	Hensel, Legrand, Wather
7	Modular GI Box with Base & Cover Plate	Crabtree, Legrand, M.K
8	BLDC Fan	Havells, Crompton,Atomberg, Orient
9	Cat-6 Wire	D-Link, Legrand,Finolex
10	DLP	Legrand, M.K,Schneider,OBO
11	D.B,MCCB,MCB	Legrand, L&T,Schneider,ABB,C&S
12	Holder, Ceiling rose	Anchor,Havells,Roma
13	Occupancy Sensor	Legrand, M.K, L&T
14	DWC HDPE pipe	Supreme,Gemini,Jail, Kisan
15	Brass Compression Gland	Commex,Gripwell,Hensel, Polycab, Dowells
16	Lugs & Ferrules	Dowells, Jainson, Gripwell, Raychem

SECTION 12
PRICE BID

Prices are to be quoted in the price bid format given in the e-tender website online (http://eprocure.gov.in/eprocure/app) only.

PRICE SCHEDULE **(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)**						
Sl. No.	**Item Description**	**Qty**	**Units**	**Estimated Rate in Rs. P**	**TOTAL AMOUNT Including Taxes in Rs. P**	**TOTAL AMOUNT In Words**
1	**2**	**4**	**5**	**6**	**7**	**8**
1	Total estimated cost of work as per Scope of Work	1	Nos	22,24,740	22,24,740	INR Twenty Two Lakhs Twenty Four Thousand Seven Hundred and Forty Only
Total in Figures					22,24,740	
Quoted Rate in Figures						
Quoted Rate in Words						

Signature Not Verified
Digitally signed by RAVI SHANKAR RATNESH
Date: 2026.05.04 12:29:21 IST
Location: eProcure-EPROC