



सिद्धिमूलं प्रबन्धनम्
भा. प्र. सं. इन्दौर
IIM INDORE

भारतीय प्रबंध संस्थान इंदौर

INDIANINSTITUTEOFMANAGEMENTINDORE

Prabandh Shikhar, Rau-Pithampur Road, Indore-

453556(M.P.),India

Ph. 0731-2439620, Email: projectdept@iimidr.ac.in

E-Tender Notice No.

IIMI/Project/09/2018/59 File No.399

TECHNOCOMMERCIALPROPOSAL

Name of Work:

“Minor repair work in library building at IIM Indore Campus”.

Certified that the NIT Document contains 87 pages serially numbered from 1 to 87

INDIAN INSTITUTE OF MANAGEMENT INDORE

INDEX

Sr. No.	Contents	Page No.
	Notice Inviting e-Tender	3
A	Schedule of Important Events / Activities	3
B	Guidelines for e-Tendering	5
C	Other information and terms & conditions	7
D	Bidder Qualification Criteria	10
E	List of Documents to be scanned and uploaded	11
F	General Instructions to tenderers	12
G	Terms of Payment and Mile stone(s)	14
H	Security Deposit and Performance Guarantee	15
I	Safety Codes	18
J	Fire Safety	19
K	Integrity Pact	20
L	Agreement	27
M	General Condition of Contract	30
N	Proforma of Schedules	72
O	Special Conditions of Contract	76
P	Technical Specifications, & Approved Makes	84
Q	Formats for Different Forms/Certificates	85
R	Financial Bid	87



भारतीय प्रबंध संस्थान इन्दौर

प्रबंध शिखर, राऊ-पीथमपुर रोड, इन्दौर - 453 556 (म.प्र.), भारत

INDIAN INSTITUTE OF MANAGEMENT INDORE

Prabandh Shikhar, Rau-Pithampur Road, Indore - 453 556 (M.P.), India

Dated: September 10, 2018

NOTICE INVITING E-TENDER

Ref: E-Tender Notice No. IIMI/Project/09/2018/59 File No.399

IIM Indore invites online item rate tender through e-procurement portal for the under mentioned work at IIM Indore from the bidders eligible as per the eligibility criteria mentioned in the tender document. The details are given below:

A. Schedule of Important Events / Activities

A.1 Information Related to Bid

A.1.1	NIT No. : IIMI/Project/09/2018/59 File No.399	
A.1.2	Name of Work	Minor Repair work in library building at IIM Indore campus.
A.1.3	Estimated Cost Put to Tender	Rs. 95,854/- (Ninety Five Thousand Eight Hundred Fifty Four Only)
A.1.4	Earnest Money Deposit (Rs.)	Rs. 1,917/- (Rs. One Thousand Nine Hundred Seventeen Only) by e-payment through electronic mode.
A.1.5	Tender Processing Fee (Rs.)	Rs. 500/- by e-payment through electronic mode (Non-Refundable)
A.1.6	Completion period	One (01) Calendar Month including monsoon period
A.1.7	Mode of submission of tender	On-Line mode only

A.2 Key Events and Dates

A.2.1	Publishing Date	05.30 PM on September 10, 2018
A.2.2	Document Download Start Date	From 5.30 PM on September 10, 2018
A.2.3	Pre-Bid Meeting	03:00 PM on September 19, 2018 at Conference Hall, Administration Block, IIM Indore. Those who are interested can attend.
A.2.4	Uploading of clarifications on queries (If any)	By September 20, 2018
A.2.5	Last date and time of closing of uploading/online submission of tender including scanned copy of EMD and tender Processing Fee details/receipts and other documents as specified	<u>Upto 10:00 AM on October 01, 2018</u>
A.2.6	Date & Time of online opening of technical bid	10:30 AM on October 03, 2018
A.2.7	Date and Time of opening of financial bid of qualified bidders	Will be notified at a later date

A.3 Other Important Information Related to Bid

A.3.1	Security Deposit	2.5% of tendered value to be recovered from running bills
A.3.2	Performance Guarantee	5 (FIVE) % of tendered value on acceptance of bid
A.3.3	Mode of payment of Tender Processing Fee and EMD	<p>Bidders will have to deposit the Tender Processing Fee and EMD through NEFT or RTGS. Details for the same are as below:</p> <p>Name of beneficiary :Indian Institute of Management Indore Address :Rau-Pithampur Road,Indore-453556,M.P. Account No. :53018623445 Name of the Bank :State Bank of India Address of the bank :IIM Indore Campus IFSC Code :SBIN0030525</p> <p>Bidders will have to upload scanned copy of Payment details towards cost of tender processing fee & EMD during the submission of tender and the same will be accepted only on verification & confirmation by the Institute. Any delay in credit will not be entertained by the Institute.</p>
A.3.4	Bid Validity	90 Days from the date of opening of Technical Bid

B. Guidelines for e-Tendering

- B.1** It is mandatory for all the applicants to have class II or III digital signature certification from licensed certifying agency like NIC, MTNL, e-mudra, TCS, safescrypt, GNFC etc.
- B.2** Detailed NIT can be viewed free of cost on IIM Indore website under the URL <http://www.iimdr.ac.in/tenders/>. Schedule of quantities (Financial bid form) can be downloaded only from <https://eprocure.gov.in/eprocure/app>. Uploading of tender will be possible only after making payment of Tender Processing Fee and EMD.
- B.3** The tender shall be submitted online in the prescribed format before the date and time as mentioned in NIT. No other mode of submission is acceptable.
- B.4** The applicant have to upload the details of e-payment of processing fee & EMD before the last date & time and download the tender documents form the e-tendering portal <https://eprocure.gov.in/eprocure/app>.
- B.5** Tenderer are advised to upload their documents well in time to avoid last minute rush on the server or complication in uploading. IIM Indore will not be responsible for any type of problem in uploading the documents. No hard copies for tender submission shall be entertained.
- B.6** Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited e-Tender Processing Fee and Earnest Money Deposit and other documents scanned and uploaded are found in order.
- B.7** Information and Instructions for bidders posted on website shall form part of bid document.
- B.8** The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://eprocure.gov.in/eprocure/app> free of cost.
- B.9** Those contractors / vendors not registered on the website mentioned above, are required to get registered beforehand. If needed the intending bidders may get acquainted with the process online from the www.eprocure.gov.in site itself.
- B.10** On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- B.11** Contractor can upload documents in the form of JPG format and PDF format.
- B.12** The price bid format is provided in a spread sheet file like BoQ_price bid.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

- B.13** Contractor must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” (ZERO).
- B.14** The technical bid will be opened online first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
- B.15** Completed Tenders containing technical bid and price bid will be received ONLINE only on CPP Portal website <https://eprocure.gov.in/eprocure/app> at the fixed time and date indicted in the NIT. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.
- B.16** If there are any clarifications, this may be obtained online through the tender site, or thro’ the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- B.17** It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- B.18** The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- B.19** The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour. Tenderers are advised to upload their documents well in time to avoid last minute rush on the server.
- B.20** The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

C. Other information and terms & conditions

- C.1 The bid submitted shall become invalid and e-tender processing fee shall not be refunded if:
- If the bidder is found ineligible.
 - If the documents submitted by the successful bidder does not match with the originals before the award of work.
- C.2 However, certified copy of all the scanned and uploaded documents as specified in NIT shall have to be submitted by the lowest bidder only within a week physically in the office of the “ Chief Engineer, Indian Institute of Management Indore, Prabandh Shikhar, Rau - Pithampur Road, Indore 453556 (M.P.).
- C.3 Certificate of financial turn over: At the time of submission of bid, contractor may upload Undertaking / certificate from CA mentioning Financial Turnover of last 3 Year or for the period as specified in the bid document.
- C.4 IF ANY INFORMATION FURNISHED by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering/ taking up works in IIM INDORE.
- C.5 The competent authority on behalf of the Director IIM Indore does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
- C.6 Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
- C.7 The competent authority on behalf of the Director, IIM Indore reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
- C.8 *The bid for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of financial bid.* If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the IIM Indore shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
- C.9 This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting

Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

- The Notice Inviting Bid, all the documents including additional conditions, specifications, General Conditions of Contract and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
- Any other Standard C.P.W.D. Form / other forms as applicable/mentioned.

C.10 Mode of payment of Tender Processing Fee and EMD: Bidders may deposit the Tender Processing Fee and EMD through NEFT or RTGS. Details for the same are as below:

Name of beneficiary : Indian Institute of Management Indore
Address : Rau-Pithampur Road, Indore -453556, M.P.
Account No. : 53018623445
Name of the Bank : State Bank of India
Address of the bank : IIM Indore Campus
IFSC Code : SBIN0030525

Bidders will have to upload scanned copy of Payment details towards cost of tender processing fee & EMD during the submission of tender and the same will be accepted only on verification & confirmation by the Institute. Any delay in credit will not be entertained by the Institute.

C.12 TAXES: -

- i) This works comes under Works contract. The taxes as applicable shall be deducted from each bill paid to the contractor.
- ii) The contractor should get registered under GST (Goods & Service Tax) or any other tax as applicable as per the extent order on the subject work and same shall be paid by the contractor to concerned department and the same should be considered in his quoted rates.
- iii) Labour Welfare cess @ 1 % of gross value of work done shall be recovered from each bill paid to the contractor.
- iv) Income Tax and cess as applicable shall be deducted from each bill paid to the contractor.
- v) Contractor should be registered under EPF & ESIC and as per law, shall pay EPF & ESIC of contract workers to concerned Department from time to time.
- vi) Any other taxes/cess as per Government directives shall be deducted from each bill paid to the contractor from time to time or as per rule in case of manufacturer.

- C.13** For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 0120-4200462, 0120 4001002, 91 8826246593 or 0731-2439620/ 07312439447 or send a mail over to cppp-nic@nic.in
- C.14** The specifications, Terms & Conditions, other regulations which are not herein mentioned will be guided by relevant CPWD guidelines, manual, specifications / BIS / IS/ Other Central / State Govt. norms applicable for IIM Indore & as prescribed by the OEM and the decision in this regard will be guided by the decision of the respective authority of IIM Indore which shall be final and binding to the contractor.
- C.15** For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are advised to contact over phone: 0120-4200462, 01204001002, 91 8826246593, 0731-2439620 or send a mail over to cpppnic@nic.in
- C.16** Tender documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Suppliers who have not enrolled / registered in e-procurement should enroll / register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost.
- C.17** Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://eprocure.gov.in/eprocure/app>.
- C.18** Tenders and supporting documents should be uploaded through eprocurement. Hard copy of the tender documents will not be accepted.
- C.19** In the event of acceptance of a tender, the documents submitted by the successful bidder shall be verified with the originals before the award of work.
- C.20** On acceptance of the tender, the tenderer has to furnish a bar chart showing work completion schedule and submit it along with the performance security guarantee.
- C.21** The tenderer should not have been blacklisted or debarred by any Central/ State / Public Agency from carrying out similar business during last three Financial years.

D. Bidder Qualification Criteria

Contractors who fulfil the following requirements shall ONLY bequalified for financial bid opening (Joint Ventures are notaccepted):

1. **Work Experience:** The bidders having experience of successfully completed works during the last 7 years ending last day of the month previous to the one in which applications are invited. *The works completed upto previous day of last date of submission of tenders shall also be considered.*

1.1 Civil Work

Three similar works, each of value not less than Rs. 38,342/-,

OR

Two similar works, each of value not less than Rs. 57,512/-,

OR

One similar work of value not less than Rs. 76,683/-, all amounts rounded off to a convenient full figure.

Note: Similar work shall mean Civil & Building work.

Important Note:

- a. The completion certificate issued from clients should indicate the date of commencement, period of completion- stipulated & actual, awarded cost & cost at completion, quality of work done etc.
 - b. Those who have failed to complete the job within the stipulated time or proportionately extended time corresponding to the excess cost shall be not ineligible to participate in the tender.
2. **Annual Financial Turnover:** Should have had average annual financial turnover at least 100% of the estimated cost put to tender. (Certificate from the chartered accountant to be uploaded)
 3. **Technical Staff:** List of technical staff they possess and proposed to deploy for the work to be uploaded.
 4. **Certificates:** (scanned copy of original certificates to be uploaded)
 - 4.1 Certification of Incorporation/ Registration of firm
 - 4.2 Latest IT return
 - 4.3 PAN (Permanent Account Number)
 - 4.4 GST (Goods & Service Tax) Registration Certificate
 - 4.5 E-payment details towards cost of tender processing fee & EMD.

E. List of Documents to be scanned and uploaded

While submitting bid, the Scanned copies of the following original certificates are to be uploaded:

- i) Certificates of Work Experience: Work Orders along with Completion Certificates issued by officer of the Department not below the rank of an Executive Engineer in case of PSUs/Government and any senior officer if the work done in a private enterprises.
- ii) Certification of Registration of firm / company
- iii) Certificate of chartered accountant for average annual turnover.
- iv) Technical Staff: List of technical staff they possess and proposed to deploy for the work to be uploaded.
- v) Latest IT return
- vi) PAN (Permanent Account Number)
- vii) GST (Goods & Services Tax) Registration Certificate
- viii) EPF/ESI registration certificates, if applicable
- ix) E-payment details towards cost of tender processing fee & EMD
- x) Aadhar card copy of the authorized officer of the company/firm who will be signing agreement etc.
- xi) Undertaking having gone through the documents as per the Annexure-1.
- xii) Any other document that bidder felt necessary in support of his candidature.
- xiii) Schedule of Price Bid in the form of BoQ_.xls

F. General Instructions to Tenderers

1. Scope of Work

The scope of work shall include the following.

- a. Filling the gap in between aluminium frame & adjacent RCC/ Brick/ Stone work by providing weather silicon sealant, painting, fixing of UPVC pipe & repairing work as detailed in Bill of Quantity and specifications complete as required.
- b. Delivery of entire material to IIM Indore including packing, handling, insurance, transporting, clearing, loading/unloading etc.
- c. Installation, testing of all the components/ equipments/ accessories etc. as per technical specifications and handing over to the IIM Indore.
- d. Any other work related to but not specifically mentioned above, required for completion of the job as per the intent and scope of work.

2. The Tenderer shall carefully check the specifications and shall satisfy himself that the material / items offered is complying with the IIM Indore's requirements and specifications laid down in the tender document.

3. Inspection of materials/work at site

The IIM Indore's engineer and /or his representative shall inspect the materials at site after delivery before the same is used in the work. The IIM's engineer and /or his representative shall have free and full access at any time during execution of the contract to the contractor's works or site. In case of execution of work for the aforesaid purpose, and IIM's engineer may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by the IIM Indore's Engineer.

4. The IIM Indore's Engineer shall have the power-

- i) To reject any equipment or parts submitted, as not being in accordance with the specification;
- ii) To reject the whole/part of the items & materials tendered for inspection, if after inspection of such portion thereof, as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
- iii) To mark the rejected items / materials or parts with a rejection mark so that it may easily be identified if re-submitted.

5. Maintenance & guarantee/warranty of the system:

- a. The rate quoted should be inclusive of charges of all the accessories and fittings including supply, installation of the materials at earmarked / specified locations including maintenance during Defect Liability Period of 01 (ONE) year.

- b. During the Defect Liability Period of ONE year, IIM Indore reserve the right to cross check the performance of any item / material with the minimum performance levels specified in the specifications.
 - c. Defective/ non-functioning part of the system shall be repaired / replaced free of cost by the successful bidder within the Defect Liability Period of ONE Year for proper, sustained & reliable operation of the System.
6. Any damage of the existing structure, building etc. made by the successful bidder during execution of this work shall be made good as it was at his own cost & risk.

G. Terms of Payment and Mile stone(s)

1. Terms of Payment for the work

The following terms of payment shall be applicable. No variation in the terms of payment will be acceptable. Further, as per Indian laws, income tax, Works Contract Tax/VAT, any other tax as applicable shall be deducted at source from the bills and a certificate for the same will be issued to the contractor.

Release of payment:

Payment shall be made by IIM Indore to the contractor only after achieving payment milestone for which the following are necessary conditions:

Sl. No.	Description of Milestone (Physical)	Time Allowed <u>(from date of reckoning start)</u>
1	Complete work of minor repair in library building at IIM Campus.	After work completion

H Security Deposit and Performance Guarantee

Security deposit:

- a. *The security deposit will be collected by deductions from the running bill of the contractor at the rate mentioned below. The security deposit can also be deposited in cash or in the form of Government Securities, Fixed Deposit Receipts etc.*
- b. A sum @ 2.5% of the gross amount of the bill will be deducted from each running bill *as well as final bill* of the contractor. Such deductions will be made unless the contractor has deposited the amount of security at the rate mentioned in cash or Government securities or Fixed Deposit Receipts.

This is in addition to the performance guarantee that the contractor is required to deposit as per clause mentioned in the tender document.

- c. Security deposit can be released against bank guarantee issued by a schedule bank on its accumulation to a minimum amount of Rs. 5 lakhs subject to the condition that amount of any bank guarantee except last one, shall not be less than Rs. 5 lakhs.
- d. The Bank Guarantee submitted against Security Deposit shall initially be valid up to the stipulated date of completion of the work plus maintenance period as defined under clause 17 of GCC which shall be extended further time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.
- e. The security Deposit shall be refunded to the contractor after the completion of defect liability period of 01 (ONE) year.

Performance Guarantee:

The contractor whose bid is accepted will be required to furnish performance guarantee of 5 % (FIVE Percent) of the bid amount within Ten days of issue of LOI and should be in favour of „Indian Institute of Management Indore“. This guarantee may be in the form of Banker's cheque of any public sector bank/Demand Draft of any public sector bank/ Fixed Deposit Receipts or Guarantee Bonds of any public sector bank or the State Bank of India in accordance with the prescribed format. In case the contractor fails to deposit the said performance guarantee within the period as indicated above, 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 Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that.

**Form of Performance Security (Guarantee) Bank
Guarantee Bond**

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

1. We, (hereinafter referred to as “the Bank”) hereby undertake to pay to the IIM Indore an amount not exceeding Rs. (Rupees..... Only) on demand by the IIM Indore.

2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the IIM Indore stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)

3. We, the said bank further undertake to pay the IIM Indore any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the IIM Indore under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the IIM Indore certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, (indicate the name of the Bank) further agree with the IIM Indore that the IIM Indore shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by

the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IIM Indore against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the IIM Indore or any indulgence by the IIM Indore to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the IIM Indore in writing.

8. This guarantee shall be valid up tounless extended on demand by the IIM Indore. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated theday offor.....(indicate the name of the Bank).

I. Safety Codes

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra labour shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary protection of minimum height of one meter.
6. Every opening in the floor of a Building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
11. Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

J. Fire Safety

1. Cutting / drilling machine and other electrically operated equipments used at site shall be plugged into correctly rated electrical outlets.
2. Only ISI marked 3 pin plug and other appliances and equipments shall be used.
3. Electrical power cables/wires used shall not have any joints and shall be properly rated.
4. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
5. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.
6. Two buckets of water and sand shall be kept in an easily accessible area on the site.
7. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
8. Used paint drums shall be stored in specified store only after closing them properly.
9. Personal protective equipments such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
10. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
11. Passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
12. None of the fire extinguishers shall be removed/shifted from its designated location.
13. Power supply shall be switched off from the mains when equipment is not in use.
14. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
15. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
16. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

K. Integrity Pact

INTEGRITY PACT

To,
.....,
.....,
.....

Sub: NIT No. **IIMI/Project/09/2018/59 File No.399** for the work of “**Minor repair work in library building at IIM Indore campus.**”

Dear Sir,

It is here by declared that IIM Indore is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IIM Indore.

Yours faithfully

Chief Engineer

Letter of Transmittal

To,
The Chief Engineer,
IIM Indore (M.P.)

Sub: NIT No. **IIMI/Project/09/2018/59 File No.399** for the work of “**Minor repair work in library building at IIM Indore campus.**”

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of
2018

BETWEEN

The Director, IIM Indore represented through Chief Engineer, IIM Indore, (Hereinafter referred as the IIM Indore, Prabandh Shikhar, Rau-Pithampur Road, Indore „Principal/Owner“, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
..... (Name and Address of the Individual/firm/Company)
through.....
(Hereinafter referred to as the (Details of duly authorized signatory) “Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender **IIMI/Project/09/2018/59 File No.399**(hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for “**Minor repair work in library building at IIM Indore campus**”. hereinafter referred to as the “Contract”.

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

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

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

Article 1: Commitment of the Principal/Owner

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the

Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

(1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IIM Indore / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information

contained or transmitted electronically. (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Article 3: Consequences of Breach

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

(1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

(3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

(3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

(2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

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

Article 6- Duration of the Pact

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

the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIM Indore.

Article 7- Other Provisions

(1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.

(2) Changes and supplements need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

(4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

(5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

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

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

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

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

WITNESSES:

1.....
(Signature, name and address)

2.....
(Signature, name and address) Place:

Dated:

L. Agreement

Format for Agreement

THIS AGREEMENT made at Indore on the _____ day of _____ 2018 between Indian Institute of Management Indore Rau- Pithampur Road, Indore (hereinafter called "The IIM INDORE" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the one part AND

(Herein after called "The Contractor" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.

WHEREAS

The IIM INDORE is desirous of carrying out the work of "**Minor repair work in library building at IIM Indore campus**".

The Works are to be executed as per the schedules mentioned in tender document drawings and specifications describing the works to be done.

The Contractor has agreed to execute the said works subject to the provisions hereinafter contained and subject also to General Conditions of Contract, Special conditions of contract, Safety Code, Model Rules for the protection of health and Sanitary arrangements for workers, Specifications, Preambles and Schedule of Quantities and installation schedule (all of which are hereinafter collectively referred to as the „said tender conditions“) and strictly in accordance with the Scope of work & technical specifications annexed hereto at or for the respective rates set out in the Schedule of Quantities amounting to the sum as there under arrived at or such other sums as shall become payable there under (hereinafter referred to as the said tendered amount).

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. In consideration of the said tendered amount to be paid by The IIM INDORE to the Contractor at the time and in the manner set forth in the said tender conditions and in accordance with the Schedule of Payments to execute and complete the work shown upon the said specifications, drawings & other conditions and strictly in accordance with the specifications and Schedule of Quantities.
2. The said tender conditions, scope of work and the annexures hereto shall be read and considered as forming part of this contract and the parties hereto shall respectfully abide by to the said conditions and perform the agreement on their part respectively contained in the said conditions.

3. The approved drawings if any, notice inviting tenders technical specification etc. shall also form the basis of this contract.
4. This contract is neither a Lump sum Contract, nor a piece work contract, but is a contract on item rate basis to be carried out and to be paid for according to the Schedule of Payments at the rates contained in the Schedule of Quantities.
5. The contract herein contained shall comprise not only the works mentioned above but all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Engineer In charge for the time being, even if such work may not be shown on the said Drawings or described in the said Specifications and Schedule of Quantities.
6. The IIM INDORE reserves to themselves the right of altering the drawings, specifications and the nature of the work by adding to or omitting from the scope of work any item of work or portions of the same without prejudice to this contract.
7. Time shall be considered as the essence of this contract and the Contractor hereby agrees to commence the work within 10 days from the date of work order or from the date of handing over of the site, as provided for in the said terms and conditions, whichever is later, and shall complete the entire work within the specified period, subject nevertheless the provisions for extension of time as may be agreed to by the IIM INDORE and as contained in the said conditions.
8. All payments by the IIM INDORE under this contract shall be made only at Indore.
9. All disputes arising out of or in any way connected with this contract shall be deemed to have arisen at Indore and courts in Indore only shall have jurisdiction to determine the same.
10. That the contract and several parts of this contract have been read by the contractor and fully understood by him. The contractor shall not be entitled for payment beyond tendered quantities unless ordered specifically by written instructions of Director IIM INDORE.
11. This contract shall be signed in duplicate, the original whereof shall be kept in the custody of the IIM INDORE, and the duplicate with the Contractor.

IN WITNESS WHEREOF the IIM INDORE has set his hands hereunto and two duplicates hereof through his duly authorized official and the Contractor has caused these presents and two duplicates hereof under his common seal by his duly authorized representative at the place and on the date month and year first herein above written.

SIGNED, SEALED AND DELIVERED by IIM INDORE, by the hand of

Signature:
Name:
Designation:

IN THE PRESENCE OF

(1) Signature:Name:
Address:

(2) Signature:Name:
Address:

SIGNED, SEALED AND DELIVERED BY the Contractor M/s. _____
_____.

Signature:
Name:
Designation:

IN THE PRESENCE OF

(1) Signature:
Name:
Address:

(2)
Signature:N
ame:
Address:

M. General Conditions of Contract

CLAUSES OF CONTRACT

CLAUSE 1

- (i) The contractor shall submit an irrevocable Performance Guarantee of 5 % (FIVE) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. 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 public sector bank/Banker's Cheque of any public sector bank /Demand Draft of any public sector bank/Pay Order of any public sector bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any public sector bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the IIM Indore as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the IIM Indore to make good the deficit.
- (i) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After completion of the Defect Liability Period of ONE Year the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned yearwise proportionately.
- (ii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Director, IIM Indore is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- a. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.

- b. Failure by the contractor to pay Director, IIM Indore any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- (iii) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Director, IIM Indore.

CLAUSE 1 A

Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit IIM Indore at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by IIM Indore 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 to the IIM Indore as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the IIM Indore to make good the deficit.

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

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

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

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

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

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

CLAUSE 2

Compensation for Delay

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the IIM Indore on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule „F“ (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

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

- (i) Compensation @ 1.5 % per month of delay for delay of work to be computed on per day basis Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

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

CLAUSE 2A

Incentive for early Completion - Deleted.

CLAUSE 3

When Contract can be Determined

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

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineerin-Charge.
- (iv) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineerin-Charge.
- (v) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (vi) If the contractor shall offer or give or agree to give to any person in IIM Indore service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for IIM Indore.
- (vii) If the contractor shall enter into a contract with IIM Indore in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineerin-Charge.
- (viii) If the contractor had secured the contract with IIM Indore as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- (ix) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the

purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

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

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

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

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

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract. In case contractor wants to close the contract, he shall give notice to the department stating the failure on the part of department. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits:

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

If Performance Guarantee is not released within prescribed time limit, then a simple interest @ 0.25% per month shall be payable on Performance Guarantee amount to the contractor from the date of expiry of prescribed time limit.

A compensation for such eventuality, on account of damages etc. shall be payable @ 0.25% of tendered amount subject to maximum limit of Rs. 10 lacs.

CLAUSE 4

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

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

CLAUSE 5

Time and Extension for Delay

The time allowed for execution of the Works as specified in the Schedule „F“ or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule „F“ or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, IIM Indore shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely

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

(a) Project Management shall be done by using project management software for works costing more than Rs. 5 Crore.

(b) The project management shall be done using M.S. Project software for works costing more than Rs. 5 Crore and up to Rs. 20 Crore.

For works costing more than Rs. 20 Crore, project management shall be done using Primavera Software.

PROGRAMME CHART

- (i) The Contractor shall prepare an integrated programme chart in MS Project/Primavera software or any other state of art project management tools for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the programme within the stipulated period or earlier and submit the same for approval to the Engineer-in- Charge within ten days of award of the contract. A recovery of Rs.2500/- (for works costing upto Rs. 20 Crores) / Rs. 5000/- (for works costing more than Rs. 20 Crores) shall be made on per day basis in case of delay in submission of the above programme.
- (ii) The programme chart should include the following:
- (a) Descriptive note explaining sequence of the various activities.
 - (b) Network (PERT / CPM / BAR CHART).
 - (c) Programme for procurement of materials by the contractor.
- Programme of procurement of machinery / equipments having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor. In addition to above, to achieve the progress of Work as per programme, the contractor must bring at site adequate shuttering material required for cement concrete and R.C.C. works etc. for three floors within one month from the date of start of work till the completion of RCC work as per requirement of work. The contractor

shall submit shuttering schedule adequate to complete structure work within laid down physical milestone.

- (iii) If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved programme referred above or after rescheduling of milestones, the contractor shall produce a revised programme within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work. The modified schedule of programme shall be approved by the Engineer in Charge. A recovery of Rs. 2500/- (for works costing upto Rs. 20 Crores) / Rs. 5000/- (for works costing more than Rs. 20 Crores) shall be made on per day basis in case of delay in submission of the modified programme.
- (iv) The submission for approval by the Engineer-in-Charge of such programme or such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.
- (v) The contractor shall submit the progress report using MS Project/Primavira software with base line programme referred above for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery Rs. 2500/- (for works costing upto Rs. 20 Crores) / Rs. 5000/- (for works costing more than Rs. 20 Crores) shall be made on per day basis in case of delay in submission of the monthly progress report.

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

- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in executing work not forming part of the Contract, or
- (vi) non-availability of stores, which are the responsibility of IIM Indore to supply or non-availability or break down of tools and Plant to be supplied or supplied by IIM Indore or
- (vii) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority as indicated in Schedule 'F' but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

5.3 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form to the authority as indicated in Schedule 'F'. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

5.4 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 3 months or 4 weeks of the date of receipt of such request respectively. Non application by the contractor for extension of time/ rescheduling of the milestones shall not be a bar for giving a fair and reasonable extension/ rescheduling of the milestones by the authority as indicated in Schedule 'F' and this shall be binding on the contractor.

CLAUSE 6

Measurements of work Done - Deleted.

CLAUSE 6A

Computerized Measurement Book

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

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

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

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

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerised MBs.

This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MB"s for the purpose of reference and record by the various officers of the department.

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

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

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

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

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

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

the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE 7

Payment on Intermediate Certificate to be regarded as Advances

No payment shall be made for work, estimated to cost Rs. Twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty thousand, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-In-charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asstt. Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer- in-Charge, the period of ten working days will be extended to fifteen working days. In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor provided the bill submitted by the contractor found to be in order, a simple interest @ 7.5% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis.

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

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the

department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

Payments in composite Contracts

In case of composite tenders, running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor component shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor.

In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Engineer in charge of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in-charge of major or minor component from the next R/A/ final bill due to main contractor as the case may be.

CLAUSE 8

Completion Certificate and Completion Plans

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

completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 8A

Contractor to Keep Site Clean

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

CLAUSE 8B

Completion Plans to be submitted by the Contractor

The contractor shall submit completion plan as required vide CPWD General Specifications for Civil/Electrical works as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs.15,000 (Rs. Fifteen thousand only) as may be fixed by the Chief Engineer concerned and in this respect the decision of the Chief Engineer shall be final and binding on the contractor.

The contractor shall submit completion plan for water, sewerage and drainage line plan within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, , the department will get it done through other agency at his cost and actual expenses incurred plus Rs. 15,000/- for the same shall be recovered from the contractor.

CLAUSE 9

Payment of Final Bill

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

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

- : 3 months
- (iii) If the Tendered value of work exceeds Rs. 2.5 Crore : 6 months In case of delay in payment of final bills after prescribed time limit, a simple interest @ 7.5% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor found to be in order.

CLAUSE 9A

Payment of Contractor's Bills to Banks

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

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

CLAUSE 10

Materials supplied by IIM Indore-Deleted

CLAUSE 10A

Materials to be provided by the Contractor

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

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

materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

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

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

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

CLAUSE 10B

Secured Advance on Non-perishable Materials

(i) The contractor, on signing an indenture in the form to be specified by the Engineer-in Charge, shall be entitled to be paid during the progress of the execution of the work up to 90% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and noncombustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-Charge shall be final and binding on the

contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

Mobilization Advance - Deleted.

CLAUSE 10C

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

CLAUSE 10 CA

Payment due to variation in prices of materials after receipt of tender - Deleted.

CLAUSE 10 CC

Payment due to Increase/Decrease in Prices/Wages (excluding materials covered under clause 10 CA) after Receipt of Tender for Works - Deleted.

CLAUSE 10 D

Dismantled Material IIM Indore Property

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

CLAUSE 11

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

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule

„F“ or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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

CLAUSE 12:

Deviations/Variations Extent and Pricing

The Engineer-in-Charge shall have power:

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

The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration shall not exceed 1.25 times of Tendered amount.

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

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

12.2 A. For Project and original works:

Deviation, Extra Items and Pricing

In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration: In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount.

Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate. A.For Project and original works:

Deviation, Substituted Items, Pricing

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

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

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

B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration: In the case of Substitute Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of Substitute in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

Deviation, Deviated Quantities, PricingA.

For Project and original works:

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

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

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

The prescribed time limits for finalising rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items are as under:

- (i) If the Tendered value of work is up to Rs. 45 lac : 30 days.
- (ii) If the Tendered value of work is more than Rs 45 lac and up to Rs. 2.5 Crore : 45 days.
- (iii) If the Tendered value of work exceeds Rs. 2.5 Crore : 60 days.

12.3 A. For Project and original works:

The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the

Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

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

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

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

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

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

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

CLAUSE 13

Foreclosure of contract due to Abandonment or Reduction in Scope of Work If at any time after acceptance of the tender, Engineer-in-charge shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-

Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

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

(i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.

(ii) IIM Indore shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however IIM Indore shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by IIM Indore, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

(iii) If any materials supplied by IIM Indore are rendered surplus, the same except normal wastage shall be returned by the contractor to IIM Indore at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor.

In addition, cost of transporting such materials from site to IIM Indore stores, if so required by IIM Indore, shall be paid.

(iv) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

(v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

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

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the IIM Indore as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-

Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the IIM Indore from the contractor under the terms of the contract.

A compensation for such eventuality, on account of damages etc. shall be payable @ 0.5% of cost of work remaining incomplete on date of closure i.e. total stipulated cost of the work less the cost of work actually executed under the contract shall be payable.

Clause 14

Carrying out part work at risk & cost of contractor If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

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

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

The 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 IIM Indore 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 IIM Indore in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by IIM Indore as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to IIM Indore 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.

CLAUSE 15

Suspension of Work

(i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

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

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

(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above: (a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;

(b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such

compensation as the Engineer-in- Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

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

CLAUSE 15 A

Compensation in case of Delay of Supply of Material by IIM Indore -Deleted

CLAUSE 16

Action in case Work not done as per Specifications

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

If it shall appear to the Engineer-in-charge or his authorized subordinates in-charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department

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

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

CLAUSE 17

Contractor Liable for Damages, defects during defect liability period

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

contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

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

CLAUSE 18

Contractor to Supply Tools & Plants etc.

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

CLAUSE 18 A

Recovery of Compensation paid to Workmen

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

CLAUSE 18 B

Ensuring Payment and Amenities to Workers if Contractor fails In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition)

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

CLAUSE 19

Labour Laws to be complied by the Contractor

The contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

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

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

CLAUSE 19A

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

CLAUSE 19 B

Payment of Wages

Payment of wages:

(i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

(iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(iv) (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

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

In the case of Union Territory of Delhi, however, as the all-inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

(v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

(vi) The contractor shall indemnify and keep indemnified IIM Indore against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

(vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

(viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be

entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

(ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19C

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

CLAUSE 19 D

The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:- (1) The number of labourers employed by him on the work,

(2) Their working yours,

(3) The wages paid to them,

(4) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and

(5) The number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

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

CLAUSE 19 E

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

CLAUSE 19 F

Leave and pay during leave shall be regulated as per law/ rule stipulated.

CLAUSE 19 G

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's 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 IIM Indore a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties. Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19 H

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

(i) (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.

(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6" x5') adjacent to the hut for each family.

(c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.

(d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

(ii) (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.

(b) The contractor(s) shall provide each hut with proper ventilation.

(c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.

(d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.

(iii) Water Supply - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.

(iv) The site selected for the camp shall be high ground, removed from jungle.

(v) Disposal of Excreta - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.

(vi) Drainage - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.

(vii)The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

(viii)Sanitation - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19 I

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

CLAUSE 19J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge

shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed by the Chief Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

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

CLAUSE 19K

Employment of skilled/semi-skilled workers

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work

of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in- Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 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.

CLAUSE 19L- - Deleted.

CLAUSE 20

Minimum Wages Act to be complied with

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

CLAUSE 21

Work not to be sublet. Action in case of insolvency

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

of his servants or agent to any public officer or person in the employ of IIM Indore in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Director, IIM Indore shall have power to adopt the course specified in Clause 3 hereof in the interest of IIM Indore and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 22

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

CLAUSE 23

Changes in firm's Constitution to be intimated

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family

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

CLAUSE 24

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

CLAUSE 25

Settlement of Disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter: (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Chief Engineer in writing for written instruction or decision. Thereupon, the Chief Engineer shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the Chief Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Chief Engineer, the contractor may, within 15 days of the receipt of Chief Engineer's decision, appeal to the Director, IIM Indore who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Director, IIM Indore shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with the decision of the Director, IIM Indore, the contractor may within 30 days from the receipt of the decision from the Director, IIM Indore, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Director, IIM Indore. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule "F". If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a

period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Director IIM Indore for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

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

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

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

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

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the IIM Indore shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

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

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties

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

CLAUSE 26

Contractor to indemnify IIM Indore against Patent Rights

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

CLAUSE 27

Lump sum Provisions in Tender

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

CLAUSE 28

Action where no Specifications are specified

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

CLAUSE 29

Withholding and lien in respect of sum due from contractor

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

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

(ii) IIM Indore shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for IIM Indore to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found

that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by IIM Indore to the contractor, without any interest thereon whatsoever. Provided that the IIM Indore 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 Chief Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Chief Engineer or the Executive Engineer.

CLAUSE 29A

Lien in respect of claims in other Contracts

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

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

CLAUSE 30 - Deleted.

CLAUSE 31

Unfiltered water Supply and Electricity

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

CLAUSE 33

Return of Surplus materials

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of IIM Indore either by issue from IIM Indore stocks or purchase made under orders or permits or licenses issued by IIM Indore, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the IIM Indore and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final

and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the licence or permit and/or for criminal breach of trust, be liable to IIM Indore for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

CLAUSE 34

Hire of Plant & Machinery - Deleted.

CLAUSE 35

Condition relating to use of asphaltic materials -Deleted

CLAUSE 36

Employment of Technical Staff and employees

Contractors Superintendence, Supervision, Technical Staff & Employees

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

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

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in- Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in

token of acceptance of measurements/ checked measurements/ test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

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

(ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work. The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work. The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 37 - TAXES: -

- i) This works comes under Works contract. The taxes as applicable shall be deducted from each bill paid to the contractor.**
- ii) The contractor should get registered under GST (Goods & Service Tax) or any other tax as applicable as per the extent order on the subject work and same shall be paid by the contractor to concerned department and the same should be considered in his quoted rates.**
- iii) Labour Welfare cess @ 1 % of gross value of work done shall be recovered from each bill paid to the contractor.**

- iv) Income Tax and cess as applicable shall be deducted from each bill paid to the contractor.
- v) Contractor should be registered under EPF & ESIC and as per law, shall pay EPF & ESIC of contract workers to concerned Department from time to time.
- vi) Any other taxes/cess as per Government directives shall be deducted from each bill paid to the contractor from time to time or as per rule in case of manufacturer.

CLAUSE 38: Conditions for reimbursement of levy/taxes if levied after receipt of tenders - Deleted.

CLAUSE 39: Termination of Contract on death of contractor

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Executive Engineer on behalf of the Director, IIM Indore shall have the option of terminating the contract without compensation to the contractor

CLAUSE 40: If relative working in IIM INDORE then the contractor not allowed to tender

The contractor shall not be permitted to tender for works / responsible for award and execution of contracts if his near relative is posted as Accountant or as an officer in any capacity between the grades of the Chief Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer in the IIMI. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in IIMI for any breach of this condition.

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

CLAUSE 41

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

CLAUSE 42

Return of material & recovery for excess material issued - Deleted.

CLAUSE 43

Compensation during warlike situations

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

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

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

CLAUSE 44

Apprentices Act provisions to be complied with

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

CLAUSE 45

Release of Security deposit after labour clearance

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

N. Proforma of Schedules

SCHEDULE "A"

Schedule of quantities (as per Financial Bid).

SCHEDULE 'B"

Schedule of materials to be issued to the contractor. - Deleted.

SCHEDULE "C"

Tools and plants to be hired to the contractor - Deleted.

SCHEDULE "D"

Extra schedule for specific requirements/document for the work, if any. - To be intimated later if required.

SCHEDULE "E"

Reference to General Conditions of contract laid down in the tender document.

Name of Work	Minor repair work in library building at IIM Indore campus.
Estimated cost of work	Rs. 95,854/- (Ninty Five Thousand Eight Hundred Fifty Four Only)
Earnest money	Rs. 1,917/- (Rs. One Thousand Nine Hundred Seventeen Only) by e-payment through electronic mode
Performance Guarantee	5 (FIVE) % of tendered value
Security Deposit	2.5% of tendered value

SCHEDULE "F"

General Rules & Directions

- Officer inviting tender : The Chief Engineer, IIM Indore on behalf of the Director IIM Indore
- Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3. : See below
Definitions:

2(v)	Engineer-in-Charge	Chief Engineer, IIM Indore
2(viii)	Accepting Authority	Director, IIM Indore
2(x)	Percentage on cost of materials and labour to cover all overheads and profits	15%
2(xi)	Standard Schedule of Rates	CPWD DSR 2016
2(xii)	Department	Project Department, IIM Indore
9(ii)	Standard CPWD contract Form GCC 2014, CPWD Form 7/ 8 as modified & corrected	Upto date.

Clause 1

- i. Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance : **10 Days**
- ii. Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above : **15 days**

Clause 2

Authority for fixing compensation under clause 2. : Chief Engineer/ Director, IIM Indore

Clause 2A

Whether Clause 2A shall be applicable : **No.**

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start : **10 Days or date of work order whichever is earlier.**

Mile stone(s) as per table given below:-

Sl. No.	Description of Milestone (Physical)	Time Allowed (from date of reckoning start)	Amount to be withheld in case of non-achievement of milestone
1	Project Closure: Completion of entire Work including all civil works and handover of the same to the IIM Indore Authority	1 Month	Imposition of Liquidated damages in terms of clause 2 of the agreement

Time allowed for execution of work : 01 (One) Months including rainy season

Authority to decide:

- (i) Extension of time : Chief Engineer/Director, IIM Indore
- (ii) Re-scheduling of mile stones : Chief Engineer, IIM Indore
- (iii) Shifting of date of start in case of delay in handing over of site : Chief Engineer, IIM Indore

Clause 6, 6A

Clause applicable - (6 or 6A) : 6 A

Clause 7

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

Clause 10A

List of testing equipment to be provided by the contractor at site lab.- Deleted.
Clause 10B(ii)

Whether Clause 10 B (ii) shall be applicable : Yes

Clause 10 C - Deleted.

Clause 11

Specifications to be followed for execution of work

: Relevant BIS code, CPWD Specifications with up-to-date correction slips and OEMs specifications as applicable and as per the direction of Engineer-in-Charge.

Clause 12

Type of work: “Minor repair work in library building at IIM Indore campus.”

12.2 & 12.3

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for work : 50%

Clause 16

Competent Authority for Deciding reduced rates : Director IIM Indore.

Clause 25

Constitution of Dispute Redressal Committee (DRC) : Construction Committee of IIM Indore.

Clause 36 (i)

Requirement of Technical Representative(s) and recovery Rate

SI no	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical /Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1	Graduate Engineer	Civil or eqv	Site Engineer	Graduate Engineer with minimum 2 year experience	1	Rs. 25,000/-	Rupees twenty five thousand only

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

O. Special Conditions of Contract

1. The tenderer shall acquaint himself with the proposed site of work.
2. If for any reasons, any part of the site is not available temporarily for some time for part of the work under the contract, the agreed construction schedule shall be suitably modified and contractor shall diligently divert his men and materials to utilize them appropriately, profitably and no claim of damages whatsoever shall be entertained on this account. However, the contractor shall be allowed extension of time for completing the work as deemed fit by the competent authority. The contractor shall also not be entitled to any compensation for any loss suffered by him and revision in the rates quoted by him.
 - a. On account of delay in commencing the work by the contractor.
 - b. On account of reduction in the scope of work.
 - c. On account of suspension of work or abandoned after award of work.
3. The contractor shall make his own arrangement for obtaining electric connection required for execution of work and make necessary payments directly to the concerned departments and nothing extra shall be payable on this account. The contractor shall make his own arrangement for water suitable for construction.
4. The contractor shall provide, at his own cost instruments for surveying, weighing and measuring purpose at the site of work as may be necessary for execution of the work.
5. The contractor shall construct a sample unit of different activities complete in all respect as per the directions of the Engineer-in-charge and Architect. This sample unit shall be got approved from the Engineer-in-charge and Architect before commencing the mass work.
6. The contractor shall take care of all safety precautions pertaining to construction of work, such as scaffolding, ladder, working platforms, gangways, electric arc/ gas welding, use of hoist and construction machinery.
7. On account of security consideration, some restrictions may be imposed by the security staff on the working and/ movement of men and materials etc. The contractor shall be bound to follow all such restrictions/ instructions and he shall organise his work accordingly. No claim on this account, whatsoever, shall be payable.
8. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to existing/ new work due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work.
9. The contractor shall be responsible for the watch and ward of all materials brought by the contractor to site against pilferage and breakage during the period of installation and thereafter till the works are physically handed over to the department.

10. The contractor shall take all preventive measures against any damage caused by rain, snowfall, floods or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the Owners property and to the work for which the payment has been advanced to him under the contract. However, the contractor shall maintain an equal to the payment received against the work done, at his own cost. This will also cover the defect liability period. This shall be favouring the Director, Indian Institute of Management Indore. Nothing extra on this account shall be payable to the contractor for maintaining such insurance Policy.
11. The work will be carried out in the manner complying, in all respects, with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra shall be paid on this account.
12. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.
13. The contractor shall give due notices to Municipal, Police and/or other authorities that may be required under the law/rules under force in the area and obtain all requisite licenses for temporary obstructions / enclosures and pay all charges which may be leviable on account of his execution of work under the agreement. Nothing extra shall be payable on this account.
14. All materials to be incorporated in the work shall be arranged by the contractor and shall be in accordance with the specifications laid down.
15. The tenderer shall use materials bearing ISI Certification Mark unless otherwise specified or allowed in writing by the Engineer-in-Charge. Any material banned by the department shall not be used in the work.
16. The contractor shall submit to the Engineer-in-charge and Architect samples of all materials for approval. Such samples of materials which affect aesthetics of the work shall also be got approved from the Engineer-in-charge and Architect of the project before procuring bulk supplies. These approved samples shall be preserved and retained in the custody of the Engineer-in-charge as standards of materials till the completion of the work. The cost of such samples shall be borne by the Contractor and nothing shall be payable on this account over the Agreement rates.
17. The contractor shall be required to get all the necessary mandatory and other tests as per the specifications/ IS codes, carried out on materials/ work from an approved laboratory as per the direction of the Engineer-in-charge. The testing charges and conveyance from the site shall be borne by the contractor.
18. In case any material / work is found sub-standard the same shall be rejected by the Engineer-in-charge/ Architect representative and the same shall be removed from the site of work within 48 hours, failing which the same shall

be got removed by the Engineer-in-charge at the risk and cost of the contractor without giving any further notice and time.

19. In order to ensure quality of work during its execution, the Engineer-in-charge/ Architect representative may require samples for mandatory or routine testing of materials. All costs of these samples, their packaging, conveyance from the site to the testing laboratory and return, shall be borne by the contractor.
20. Even ISI marked materials may be subjected to quality test at the discretion of the Engineer-in-charge/ Architect. Whenever ISI marked materials are brought to the site of work the contractor shall, if required by the Engineer-in-charge/ Architect, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the materials procured by the contractor, satisfy the provisions of relevant ISI codes. The testing charges shall be borne by the contractor. However cement/steel will be necessarily tested before start of work and also during the execution of work as per the requirements of specifications and will not be used till test certificates are obtained and approved by Engineer-in-Charge/ Architect.
21. The contractor shall supply free of charge the material required for testing. The cost of tests shall be borne by the contractor.
22. Secured advance for material if so desired by the contractor, will be given as per CPWD rules/regulation/norms on production of test certificate from the manufacturer.
23. The work shall be executed and measured in metric system. The metric dimensions given in the schedule of quantities and drawing etc. shall be followed. (The dimension in FPS units wherever indicated are for guidance only) The figures in the drawings shall be followed.
24. The contractor shall be responsible for completing the work and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified. The contractor shall quote his rate for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item and the specifications indicated in the tender documents.
25. Subject to the nomenclature of the item as per schedule of quantities, the specification indicated in the tender documents, the rates quoted shall include cost of all materials including royalty and taxes if any, labour, sundry inputs, execution of work at all heights, levels, pattern and design for all leads, lifts and depths including overhead charges and contractor's profit. Nothing extra shall be paid on this account.
26. The rate shall be inclusive of making design, pattern and execution of work as per Architectural and structural drawings, at all levels and heights.

27. The rates shall be inclusive of making any holes in walls/ RCC work for fixing any fixture/ frame work and making good the structure to its original shape and finish.
28. The rate shall be inclusive of working under water and adverse of foul conditions and including pumping out or bailing out water, unless otherwise specified in the nomenclature. This will include water encountered from any source such as rains, floods and any other cause whatsoever and including sub-soil water.
29. Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary co-ordination for un-hindered completion of these sub-works.
30. The contractor shall leave necessary holes, opening, etc. as may be directed by the Engineer-in-charge for laying, burying or fixing, conduits, pipes, boxes, hooks, fans etc. Conduits for electrical wiring/cables will be laid in a way that they leave enough space for concreting and do no adversely affect structural members.
31. The contractor shall give a satisfactory performance test of installations individually and as a whole to ensure their proper functioning before the work is finally declared and completed and accepted.
32. The contractor shall continue to maintain watch and ward to safeguard the Owner's property in his possession until the same is formally handed over as per directions of the Engineer-in-charge. Nothing extra over agreement rates shall be paid on this account.
33. All tools, plants and measuring or weighing equipment shall be arranged by the contractor himself and nothing extra shall be paid to the contractor on this account.
34. The quantities of various items incorporated in the tender are approximate. However, the payments shall be made to the contractors on the basis of actual measurements taken at site.
35. The contractor shall protect the adjoining buildings or works and the work under execution from fire and shall make adequate arrangements for fire protection and firefighting and if any property is damaged, by fire due to the negligence of the contractor, the same shall be made good by the contractor at his own cost, to the entire satisfaction of Engineer-in-charge.
36. The contractor shall provide adequate lighting arrangements as approved by the Engineer-in-charge for carrying out the work during night time, if so required and also provide all other facilities for the labour employed to carry out the work as per direction of Engineer-in-Charge.

37. In order to achieve the targeted date of completion the contractor may have to work in multiple shifts, round the clock including public and gazetted holidays and nothing extra shall be paid on this account.
38. The contractor shall get the samples of all the materials to be used, in the work approved from Engineer-in-Charge and Architect before going for bulk procurement. Bulk procurement shall be taken up only after obtaining approval from the Engineer-in-charge. Any delay in getting the samples approved shall be contractor's responsibility.
39. All materials, articles and workmanship shall be of respective best quality and kind for the class described in the schedule of quantities and specifications. All materials, so used in different items of work shall be subject to the approval of the Engineer-in-charge and Architect.
40. The contractor shall be responsible for all statutory provisions and deductions towards ESI, PF or any other, as the case may be or any other levies and taxes shall be borne by the contractors. The TDS and Contract Tax or any other statutory levels/taxes incorporated from time to time shall be deducted progressively from the running account bills, as applicable at the time of payment. No claim in this regard shall be entertained.
41. The contractor is supposed to abide the minimum wages act, and shall produce all records to the Engineer-in-charge or any other statutory authority as and when called for. The Engineer-in-charge does not hold any responsibility on account of any lapses in this regard.
42. No extension of time shall be granted to the contractor on account of rains or inclement weather conditions.
 - (a) For any clarification/ doubt, the Institute may organize regular meetings with Contractor. The contractor shall attend such meetings invariably as and when required.
 - (b) In respect of the work of other agencies, where the commencement or progress of such work of any other agency is dependent upon the completion of particular portions of the contractor's work or generally upon the contractor maintaining progress in accordance with the approved coordinated construction programme, it shall be the responsibility of the Contractor to complete such portions and maintain such progress.
 - (c) Should any difference arise between the contractor and the other agencies, these shall immediately be brought to the attention of the Engineer-in-Charge who after reviewing the matters causing the differences will give their decision which shall be final and binding on the contractor.
 - (d) The contractor shall have to do all drilling of holes and cutting of walls, chases or other elements of the building for the complete and proper installation of the pipe lines/ ducts and other equipments by using

electrically operated tools such as drills/ chases cutting machine etc. Manual drilling or chiseling or cutting shall be permitted on special request only.

- (e) No chiseling or cutting or drilling of RCC columns, beams, girders and other principal structural members shall be done unless prior permission has been granted by the Engineer-in charge in writing.
 - (f) All chases and openings made by the contractor for his pipe lines shall be filled/ covered over with cement plaster in reasonable manner. Before rough plastering on the pipe surfaces the concealed pipes shall be secured to the wall by using proper supports/ clamps.
 - (g) After completion of work and before issuance of certificate of virtual completion the contractor shall submit eight (8) sets to the Engineer-in-charge, layout drawing drawn at appropriate scale and with 2 copies on Compact disc indicating the complete system 'as installed', with written approval of Engineer-in-charge on the 8 sets.
 - (h) The contractor shall prepare and produce instruction, operation and maintenance manuals in English for the use, operation and the maintenance of the supplied equipment and installations, and submit to the Engineer-in-charge in (8) copies at the time of handing over. The same should be generally consist of the following:
 - (i) Description of the project
 - (ii) Operating instructions
 - (iii) Maintenance instructions including procedures for preventive maintenance
 - (iv) Manufacturer's catalogues.
 - (v) Spare parts list
 - (vi) Trouble shooting charts
 - (vii) Drawings
 - (viii) Type and routine test certificates for major items.
 - (ix) One (1) set of reproducible 'as built' drawings on polyester film.
43. The contractor shall be provided adequate storage/ office space for his use. The space has to be maintained/ constructed by the contractor as per his usage requirements.
44. All spaces allotted to the contractor as described above shall be vacated and all structures removed from site at any time as and when required and directed by the Engineer-in-charge, unconditionally and without any reservation. The Engineer-in-charge will not be obliged to give any reason for such removal. Upon receiving instructions to vacate the space, the contractor shall immediately remove all his structures, materials, etc. from the sources and clear and clean-up the site to the satisfaction of the Engineer-in-charge.

45. It shall be the responsibility of the Contractor to safeguard the site and ensure that no illegal encroachments are made by outside elements within the area allotted to the contractor. Upon completion of the work or earlier as required by Engineer-in-Charge, the contractor shall vacate the land totally without any reservation.
46. The contractor will arrange to erect, at his own cost, barbed wire or other appropriate fence around the infrastructure site, with entry/exit gates at suitable points. The contractor shall, at his own cost, provide and erect suitable fencing around the spaces allotted to him at the infrastructure sites to ensure the security of his men. Materials and equipment within the sites and in relation to other contractors who will also be allotted spaces at above sites.
47. The security of workmen, materials, equipment stores etc. within the area allotted to the contractor shall be the responsibility of the contractor.
48. The site of work shall have required equipments for various tests at site by the contractor at his own cost and nothing extra shall be payable on this account.
49. The contractor shall arrange minimum plant and equipments at site for the execution of work. These may have to be increased depending on the requirement site.
50. The quantities indicated are for guidance only however it may vary to any extent and the contractor should not have any financial or other implications for such variations. The owner reserves to reduce the scope of work of any item if the contractor fails to deliver the works in time and the contractor shall not ask for any financial consideration for such deletion of scope of the work.
51. Any item which is not available in the BOQ shall be paid as per DSR 2016 rates. If it is not available in BOQ & DSR 2016 then extra item shall be worked out as actual cost of the materials and actual cost of the labour plus 15% as overhead and profit. The decision of Engineer-in-charge will be conclusive and final binding on the contractor.
52. The contractor shall take photographs of site prior to commencement of work, during construction and after completion of work as suggested and shall submit the photographs in soft and hard copies to IIM and Architect for which no extra payment will be made.
53. If required and directed by Engineer-In-Charge, contractor shall arrange visits of his personnel comprising of Engineer-In-Charges to various places/plants in or out side Indore to check and verify the quality of material at manufacturer's places. No extra cost shall be given for this to contractor.

54. Layout of works shall be got checked by Engineer-in -charge & only then further work shall be taken by after approval.
55. Proforma of Registers to be as per standard CPWD formats.

P. Technical Specifications & Approved Makes

PARTICULAR SPECIFICATION FOR CIVILWORK

Civil works; The specifications of the items will be guided by the respective specifications (if not truly matching then similar item) laid down in the CPWD specification in case of items relates to the DSR item & For Non-DSR items it will be guided by the item description along with the direction of Engineer-in-charge.

LIST OF APPROVED MAKE / MATERIALS IN ORDER OF CIVIL

S.No	Material	Manufacturer/Brand Name
1	Cement	Ultratech /JK/ Birla
2	Paint & Primer etc.	Asian / Dulux
3	White cement putty	J.K / Birla
4	UPVC Pipe & Fittings	Supreme, Finolex, Ashirvad
5	Silicon sealant	GE , Wacker ,Dow coning
6	Waterproofing compound	Dr. Fixit, FOSROC, Pidilite
7	Adhesive	Laticrete
11	All other materials	As approved by the Engineer-in-Charge

Q. Formats for Different Forms/Certificates**Annexure-1****Undertaking having gone through the documents as per the Technical bid**

Sub.: Tender for “Minor repair work in library building at IIM Indore campus”

NIT No.:- IIMI/PROJECT/09/2018/59 FILE NO. 399

Dated: /...../2018

To,
The Chief Engineer,
Indian Institute of Management, Indore
Prabandh Shikhar, Rau-Pithampur Road,
Rau, Indore-453556

Dear Sir,

We have carefully examined the specifications, design and schedule of quantities relating to the work specified in the memorandum hereinafter set out and have visited and examined the installation site of the works specified in the said memorandum and have acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the Schedule of Quantities and in accordance in all respects with specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the tenderers and special conditions, General Conditions of Contract, conditions hereinbefore referred to, specifications, schedule of works, data sheet and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

Memorandum

A.1.1	NITNO.:IIMI/PROJECT/09/2018/59 FILE NO. 399			
A.1.2	Name of Work	“Minor repair work in library building at IIM Indore campus.”		
A.1.3	Estimated Tender	Cost Put to	Rs. 95,854/- (Ninty Five Thousand Eight Hundred Fifty Four Only)	
A.1.4	Earnest Money Deposit (Rs.)	Deposit	Rs. 1,917/- (Rs. One Thousand Nine Hundred Seventeen Only) by e-payment through electronic mode	

A.1.5	Tender Processing Fee (Rs.)	Rs. 500/- by e-payment through electronic mode (Non-Refundable)
A.1.6	Completion period	One (01) Calendar Month including monsoon period
A.1.7	Mode of submission of tender	On-Line mode only
A.1.8	Performance Guarantee	5 (FIVE) % of tendered value on acceptance of bid

2. We also agree that our tender will remain **valid for acceptance by the IIM Indore for 90days** from the date of opening of technical bid of the tender and this period of validity can be extended for such period as may be mutually agreed between the IIM Indore and us in writing. We also agree to keep the **Bank Guarantee towards earnest money** valid during the entire period of validity of tender and the extended period, if any, as per enclosed proforma. Should this tender be accepted, we hereby agree to abide by and fulfil all the terms and conditions of the contract and in default thereof, to forfeit Earnest Money Deposit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the said conditions.

3. Should this tender be accepted, we hereby agree to abide by and fulfil all the terms and conditions of the contract and in default thereof, to forfeit Earnest Money Deposit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the said conditions.

4. We understand that you reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason therefor.

Dated this _____ day of _____ 2018.

For and on behalf of M/s _____

(Signature with seal) _____

Name _____

Designation _____

Place _____

FINANCIAL BID

Name of Work : “Minor repair work in library building at IIM Indore campus.”

NIT No. : IIMI/Project/09/2018/59 File No.399

The Financial Bid is available on the e- procurement website <https://eprocure.gov.in/eprocure/app>