

**13.CPWD FORM 8**  
**CLAUSES OF CONTRACT**

## CPWD FORM 8

### CLAUSES OF CONTRACT

Performance Guarantee	CLAUSE 1
	<p>(i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge 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 Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto.</p> <p>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 recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.</p> <p>(ii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Director, IITM is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:</p> <p>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.</p> <p>b. Failure by the contractor to pay the Director, IITM 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.</p> <p>(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, IITM.</p> <p>On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.</p> <p>(iv) This provisional completion certificate shall be recorded by the concerned Engineer- in- charge with approval of the Director, IIT Madras. After recording of the provisional Completion Certificate for the work by the competent authority, 80 % of performance guarantee shall be returned to the contractor, without any interest.</p> <p>(v) However in case of contracts involving Maintenance of building and services / any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.</p>

<b>Recovery of Security Deposit</b>	<b>CLAUSE 1A</b>
	<p>The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Institute 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 Institute 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 Institute Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Institute 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 Institute to make good the deficit.</p> <p>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 Institute on any account whatsoever and in the event of the Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Institute 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.</p> <p>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.</p> <p>In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.</p> <p><b>Note-1:</b> Institute 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 Institute paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Institute paper will be withheld if necessary.</p> <p><b>Note-2:</b> Institute 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.</p> <p><b>Note-3:</b> Note 1 &amp; 2 above shall be applicable for both clause 1 and 1A</p>
<b>Compensation for Delay</b>	<b>CLAUSE 2</b>

	<p>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 justified extended date of completion, as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the Institute on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of Tendered Value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.</p> <p>This will also apply to items or group of items for which a separate period of completion has been specified.</p> <p>(i) Compensation for delay of work : @ 1 % per month of delay to be computed on per day basis</p> <p>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 Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.</p> <p>In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.</p> <p>Provided that compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.</p> <p>In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.</p> <p>The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Institute. 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 as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.</p>
<b>Incentive for early completion</b>	<b>CLAUSE 2A-DELETED</b>
<b>When Contract can be Determined</b>	<b>CLAUSE 3</b>
	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

	<p>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: 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.</p> <ul style="list-style-type: none"> <li>(i) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.</li> <li>(ii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.</li> <li>(iii) 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.</li> <li>(iv) If the contractor shall offer or give or agree to give to any person in Institute service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Institute.</li> <li>(v) If the contractor shall enter into a contract with Institute in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.</li> <li>(vi) If the contractor had secured the contract with Institute as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.</li> <li>(vii) 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.</li> <li>(viii) 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.</li> <li>(ix) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.</li> <li>(x) If the contractor assigns, (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.</li> </ul> <p>When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Director shall have powers:</p> <ul style="list-style-type: none"> <li>(a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Institute.</li> <li>(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.</li> </ul> <p>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</p>
--	---

	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.
	<b>CLAUSE 3A</b>
	<p>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 more, either party may close the contract by giving notice to the other party stating reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits :</p> <p>(i) If the Tendered value of work is up to Rs. 45 lac : 15 Days</p> <p>(ii) If the Tendered value of work is more than Rs. 45 lac and up to Rs. 2.5 Crore : 30 Days</p> <p>Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party. Contractor liable to pay Compensation even if action not taken under Clause 3</p>
<b>Contractor liable to pay compensation even if action not taken under Clause 3</b>	<b>CLAUSE 4</b>
	<p>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) and 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.</p>
<b>Time and Extension for Delay</b>	<b>CLAUSE 5</b>
	<p>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 notified by the Engineer-in-Charge, whichever is later. However, the handing over of site by the Engineer in Charge, in full or in part (if so provided in contract), shall be completed within two months from issue of acceptance letter. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Institute without prejudice to any other right or remedy available in law.</p> <p>5.1 As soon as possible but within twenty one days of award of work and in consideration of</p> <p>(a) Schedule of handing over of site as specified in the Schedule 'F'</p> <p>(b) Schedule of issue of designs as specified in the Schedule 'F'</p> <p>(i) The Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 30 days thereafter, if required, modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. 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</p>

	<p>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'.</p> <p>(ii) In case of non-submission of construction programme by the contractor, the program approved by the Engineer-in-Charge shall be deemed to be final.</p> <p>(iii) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge 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 week or part basis in case of delay in submission of the monthly progress report.</p> <p>5.2 If the work(s) be delayed by:-</p> <p>Force majeure, such as abnormally bad weather, flood, cyclone or any other act of God or serious loss or damage by fire, or civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work or 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 Engineer-in-charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works.</p> <p>5.3 In case the work is hindered by any reasons, in the opinion of the contractor, by the Institute or for someone for whose action the Institute is responsible, the contractor may immediately give notice thereof in writing to the Engineer-in-Charge in the same manner as prescribed under sub Clause 5.2 seeking extension of time or rescheduling of milestone/s. The authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work after due consideration of the same within 30 days of receipt of such request. In the event of non application by the contractor for extension of time E-in-C after affording opportunity to the contractor may give, supported with a programme, a fair and reasonable extension within a reasonable period of occurrence of the event.</p> <p>5.4 Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones (Appendix-XVI) or Form of application by the contractor for seeking extension of time (Appendix -XVII) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/ s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.</p> <p>5.4.1 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 30 days of the date of receipt of such request from the Contractor in prescribed form. In event of non application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.</p> <p>5.5 In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.</p>
--	---

<b>Computerized Measurement Book</b>	<b>CLAUSE 6</b>
	<p>Engineer – in – charge shall, except as otherwise provided ascertain and determine measurement for the value of work done in accordance with the contract.</p> <p>All measurements of all items having financial value shall be entered by the contractor complied in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the Institute so that a complete record is obtained of all the items of work performed under the contract.</p> <p>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.</p> <p>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 Institute 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.</p> <p>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 Institute. 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 Institute.</p> <p>The contractor shall also submit to the Institute 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.</p> <p>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.</p> <p>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.</p> <p>The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.</p> <p>Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the Institute to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.</p> <p>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</p>



	the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.
<b>Payment on Intermediate Certificate to be Regarded as Advances</b>	<b>CLAUSE 7</b>
<b>Payments in Composite Contracts</b>	<p>No payment shall be made for work, estimated to cost Rs. One lac 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. One lac, 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 Institute, 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, 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 22nd 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 Institute, or dismantled materials, if any.</p> <p>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 Institute 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.</p> <p>The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Exe. Engineer/Exe. 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 to be submitted by the contractor within 10 days of the interim payment.</p> <p>In case of composite tenders, running payment for the major component shall be made by 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.</p> <p>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 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.</p>
	<b>CLAUSE 7A : DELETED</b>
<b>Completion Certificate and Completion Plans</b>	<b>CLAUSE 8</b>
	<p>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</p>

	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 off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.
<b>Contractor to Keep Site Clean</b>	<b>CLAUSE 8A</b>
	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 <b>Institutionally</b> or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor.
<b>Completion Plans to be Submitted by the Contractor</b>	<b>CLAUSE 8B</b>
	<p>The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 2005 and (Part-II External) 1994 as applicable within thirty days of the completion of the work.</p> <p>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.50,000/- (Rupees fifty thousand only) as may be fixed by the Superintending Engineer concerned and in this respect the decision of the Superintending Engineer shall be final and binding on the contractor.</p> <p>The contractor shall submit completion plan for Internal and External Civil, Electrical and Mechanical Services within thirty days of the completion of the work, provided that the service plans having been issued for execution by the Engineer-in-Charge, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans.</p>
<b>Payment of Final Bill</b>	<b>CLAUSE 9</b>
	<p>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 hereunder, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Asst. Engineer, complete with account of materials issued by the Institute and dismantled materials.</p> <p>(i) If the Tendered value of work is up to Rs. 45 lac : 2 Months</p> <p>(ii) If the Tendered value of work is more than Rs.45 lac and up to Rs. 2.5 Crore : 3 months</p> <p>(iii) If the Tendered value of work exceeds Rs. 2.5 Crore : 6 Months</p>
<b>Payment of Contractor's Bills to Banks</b>	<b>CLAUSE 9A</b>
	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 Institute or his signature on the bill or other claim preferred against Institute before settlement by the Engineer-in-Charge of the account or claim by

	<p>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.</p> <p>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 visa-vis the Director, IITM.</p>
<b>Materials supplied by Government</b>	<b>CLAUSE 10 - DELETED</b>
<b>Materials to be provided by the Contractor</b>	<b>CLAUSE 10A</b>
	<p>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 Institute.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.</p>
<b>Secured Advance on Non-Perishable Materials</b>	<b>CLAUSE 10B</b>
	<p>(i) The contractor, on signing an indenture in the form in Annexure XVIII by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which</p>

<p><b>Mobilisation Advance</b></p>	<p>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.</p> <p>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.</p> <p>(ii) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-Charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer- in- Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.</p> <p>Before any installment of advance is released, the contractor shall execute Bank Guarantee Bond from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.</p> <p>Provided always that provision of Clause 10 B (ii) shall be applicable only when so provided in ‘Schedule F’.</p>
<p><b>Plant Machinery &amp; Shuttering Material Advance</b></p>	<p>(iii) An advance for plant, machinery &amp; shuttering material required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery which in the opinion of the Engineer-in-Charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% percent of the tender value. In the case of new plant and equipment to be purchased for the work, the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-Charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer-in-Charge. The contractor shall, if so required by the Engineer-in-Charge, submit the statement of value of such old plant and equipment duly approved by a Registered Valuer recognized by the Central Board of Direct Taxes under the Income- Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs. 50,000/- Seventy five per cent of such amount of advance shall be paid after the plant &amp; equipment is brought to site and balance twenty five percent on successfully commissioning the same.</p> <p><b>Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following:</b></p> <ol style="list-style-type: none"> <li>1. Leasing company, which gives certificate of agreeing to lease equipment to the contractor.</li> <li>2. Engineer in Charge, and</li> <li>3. The contractor.</li> </ol>
<p><b>Interest &amp; Recovery</b></p>	<p>(IV) This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer-in-Charge to be necessary for the works; (b) and are in working order and are maintained in working order; (c) hypothecated to the Institute as specified by the Engineer- in-Charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer-in-Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum. For this purpose, steel scaffolding and form work shall be treated as plant and equipment. The contractor shall insure the Plant and Machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurer will be borne by the contractor.</p> <p>(i) The mobilization advance and plant and machinery advance in (ii) &amp; (iii) above bear simple interest at the rate of 10 per cent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount</p>

	<p>of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.</p> <p>(ii) If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of the Engineer-in-Charge.</p>
<b>Payment on Account of Increase in Prices/Wages due to Statutory Order(s)</b>	<b>CLAUSE 10 C</b>
	<p>If after submission of the tender, if the price of any material incorporated in the work (excluding the material covered under clause 10 CA and not been a material supply for a Engineer in charge's store in accordance with clause 10 therefore )and/ or wages of labour increase as a direct result of the coming into force of any fresh ,law or statutory rule or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied.</p> <p>If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty), Institute shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and not being materials supplied from the Engineer-in-Charge's stores in accordance with Clause 10 hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.</p> <p>Engineer-in-Charge shall call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages. The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.</p>

	<p>For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, of the value of work done during that period and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled mazdoor, fixed under any law, statutory rule or order. The cost of work for which escalation is applicable (W) is same as cost of work done worked out as indicated in sub-para (ii) of clause 10 CC except the amount of full assessed value of secured Advance.</p>
<b>Payment due to variation in prices of materials after receipt of tender</b>	<b>CLAUSE 10 CA</b>
	<p>If after submission of the tender, the price of materials specified in Schedule F increases/ decreases beyond the base price(s) as indicated in Schedule F for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of Contract including the justified period extended under the provisions of Clause 5 of the Contract without any action under Clause 2.</p> <p>However for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/tendered cost).</p> <p>The increase/decrease in prices of cement, steel reinforcement, structural steel and POL shall be determined by the Price indices issued by the Director General (works), CPWD. For other items provided in the Schedule 'F', this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Institute of India, Ministry of Commerce and Industry. Base price for cement, steel reinforcement, structural steel and POL shall be as issued under the authority of Director General (Works), CPWD applicable for Delhi including Noida, Gurgaon, Faridabad &amp; Ghaziabad and for other places as issued under the authority of Zonal Chief Engineer, CPWD and base price of other materials issued by concerned Zonal chief Engineer and as indicated in Schedule 'F'. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed.</p> <p>The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material:-</p> <p>a) Adjustment for component of <b>'Grey Cement'</b></p> $V = \frac{P \times Q \times (CI - CI_0)}{CI_0}$ <p>Where,</p>

V = Variation in material cost i.e. increase or decrease in the amount in Rupees to be paid or recovered.

P = Base Price of materials as issued under authority of CPWD SOUTHERN REGION CI PUBLISHED BY CHIEF ENGINEER, CPWD valid at the time of the last stipulated date of receipt of tender including extensions, if any.

Q = Quantity of materials used in the works since previous bill.

CI<sub>0</sub> = Price index for cement (Grey Cement) as issued by the CPWD SOUTHERN REGION CI PUBLISHED BY CHIEF ENGINEER CPWD as valid on the last stipulated date of receipt of tenders including extensions, if any.

CI = Price index for cement (Grey cement) as issued under the authority of CPWD SOUTHERN REGION CI PUBLISHED BY CHIEF ENGINEER CPWD for period under consideration.

(In respect of the justified period extended under the provisions of clause 5 of the contract with out any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration whichever is less shall be considered)

b) Adjustment for component of ‘Steel, Long’

$$V_s = \frac{P_s \times Q_s \times (SI - SI_0)}{SI_0}$$

Where,

V<sub>s</sub> = Variation in cost of steel reinforcement bars i.e. increase or decrease in the amount in rupees to be paid or recovered.

P<sub>s</sub> = Base Price of steel reinforcement bars, as issued under authority of CPWD SOUTHERN REGION CI PUBLISHED BY CHIEF ENGINEER CPWD at the time of the last stipulated date of receipt of tender including extensions, if any.

Q<sub>s</sub> = Quantity of steel paid either by way of secured advance or used in the works since previous bill. (Whichever is earlier)

SI<sub>0</sub> = Price index for steel reinforcement bars (Steel, Long) as issued by the CPWD SOUTHERN REGION CI PUBLISHED BY CHIEF ENGINEER CPWD as valid on the last stipulated date of receipt of tenders including extensions, if any.

SI = Price index for steel reinforcement bars (Steel, Long) as issued under the authority of CPWD SOUTHERN REGION CI PUBLISHED BY CHIEF ENGINEER CPWD for period under consideration.

Note: (i) In respect of the justified period extended under the provisions of clause 5 of the contract with out any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration whichever is less shall be considered).

Provided always that provisions of the preceding Clause 10 C shall not be applicable in respect of Materials covered in this Clause.

	<p>(iii) If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.</p> <p>(iv) Cement mentioned wherever in this clause includes Cement component used in RMC brought at site from outside approved RMC plants, if any.</p> <p>(v) The date wise record of ready mix concrete shall be kept in a register and the cement consumption for the same shall be calculated accordingly.</p> <p>(vi) If built-up steel items are brought at site from workshop, then the variation shall be paid for the structural steel up to the period when the built up item/finished product is brought at site</p>
<b>Payment due to Increase/Decrease in Prices/Wages (excluding materials covered under clause 10 CA) after Receipt of Tender for Works</b>	<b>CLAUSE 10 CC</b>
	<p>If the prices of materials (not being materials supplied or services rendered at fixed prices by the Institute in accordance with clause 10 &amp; 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-</p> <p>base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.</p> <p>The cost of work on which escalation will be payable shall be reckoned as below :</p> <p>(a) Gross value of work done up to this quarter : (A)</p> <p>(b) Gross value of work done up to the last quarter : (B)</p> <p>(c) Gross value of work done since previous quarter (A-B): (C)</p> <p>(d) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) fresh paid in this quarter : (D)</p> <p>(e) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) recovered in this quarter : (E)</p> <p>(f) Full assessed value of Secured Advance for which escalation Payable in this quarter (D-E): (F)</p> <p>(g) Advance payment made during this quarter: (G)</p> <p>(h) Advance payment recovered during this quarter: (H)</p>



(i) Advance payment for which escalation is payable in this Quarter.  $(G-H) = (I)$

(j) Extra items/deviated quantities of items paid as per Clause 12

Based on prevailing market rates during this quarter: (J)

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

$N = 0.85 M$

(k) Less cost of material supplied by the Institute as per Clause 10 and recovered during the quarter (K)

(l) Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter (L)

Cost of work for which escalation is applicable:

$W = N - (K + L)$

(iii) Components for materials (except cement, reinforcement bars, structural steel or other materials covered under clause 10 CA) labour, P.O.L., etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'F'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.

(iv) The compensation for escalation for other materials (excluding cement, reinforcement bars, structural steel or other materials covered under clause 10 CA) and P.O.L. shall be worked as per the formula given below:-

Adjustment for civil component (except cement, structural steel, reinforcement bars and other materials covered under clause 10CA) / electrical component of construction 'Materials'

$$V_m = W \times \frac{X_m}{100} \times \frac{MI - M_{Io}}{M_{Io}}$$

$V_m$  = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

$W$  = Cost of Work done worked out as indicated in sub-para (ii) of Clause 10CC.

$X_m$  = Component of 'materials' (except cement, structural steel, reinforcement bars and other materials covered under clause 10CA) expressed as percent of the total value of work.

$MI$  = All India Wholesale Price Index for civil component/electrical component\* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group Items. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.)

$M_{Io}$  = All India Wholesale Price Index for civil component/electrical component\* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/Group Items valid on the last stipulated date of

receipt of tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group items.

\*Note: relevant component only will be applicable.

(v) The following principles shall be followed while working out the indices mentioned in para (iv) above.

(a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The dates of preparation of bills as finally entered in the Measurement Book by the Assistant Engineer/ date of submission of bill finally by the contractor to the Institute in case of computerised measurement books shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

(b) The index (MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than three months, the index MI and FI shall be the average of the indices for the months falling within that period.

(vi) The compensation for escalation for labour shall be worked out as per the formula given below:-

$$VL = W \times \frac{Y}{100} \times \frac{LI - LLo}{LLo}$$

VL : Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.

W : Value of work done, worked out as indicated in sub-para (ii) above.

Y : Component of labour expressed as a percentage of the total value of the work.

LI : Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of Completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered.)

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

(vii) The following principles will be followed while working out the compensation as per sub-para (vi) above.

(a) The minimum wage of an unskilled male mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour

	<p>and that notified by the local administration both relevant to the place of work and the period of reckoning.</p> <p>(b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials and/or P.O.L. is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;</p> <p>(c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.</p> <p>(viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that:</p> <p>(a) no such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'F'.</p> <p>(b) the Engineer-in-Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final and binding on the contractor.</p> <p>(ix) Provided always that:-</p> <p>(a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable but provisions of clause 10CA will be applicable.</p> <p>(b) Where provisions of clause 10CC are not applicable, provisions of clause 10C and 10CA will become applicable.</p>
<b>Dismantled Material Govt. Property</b>	<b>CLAUSE 10 D</b>
	The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Institute's property and such materials shall be disposed off to the best advantage of Institute according to the instructions in writing issued by the Engineer-in-charge.
<b>Work to be Executed in Accordance with Specifications, Drawings, Orders etc</b>	<b>CLAUSE 11</b>
	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

	<p>specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Institute 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.</p> <p>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.</p>
<b>Deviations/ Variations Extent and Pricing</b>	<b>CLAUSE 12</b>
<b>Deviation, Extra Items and Pricing</b>	<p>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.</p> <p>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 :</p> <p>(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.</p> <p>(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.</p> <p>12.2</p> <p>A. For Project and original works:</p> <p>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, which shall include invoices, vouchers etc. and Manufacturer's specification for the work failing which the rate approved later by the Engineer-in-charge shall be binding 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.</p>

<p><b>Deviation, Substituted Items, Pricing</b></p>	<p><b>B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration:</b></p> <p>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.</p> <p>Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.</p> <p><b>A. For Project and original works:</b></p> <p>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.</p> <p>(a) <b>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></p> <p>(b) <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></p> <p><b>B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration:</b></p> <p>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 items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.</p>
<p><b>Deviation, Deviated Quantities, Pricing</b></p>	<p><b>A. For Project and original works:</b></p> <p><b>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></p> <p><b>B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration:</b></p> <p>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.</p> <p>The prescribed time limits for finalising rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items is within 30 days after submission of proposal by the contractor without observation of the Engineer-in-Charge.</p> <p><b>12.3 A For Projects and original works:</b></p>

<p><b>Foreclosure of contract due to Abandonment or Reduction in Scope of Work</b></p>	<p>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.</p> <p>B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration:</p> <p>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.</p> <p><b>12.4</b> 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 Superintending Engineer may authorise reconsideration of such claims on merits.</p> <p><b>12.5</b> For the purpose of operation of Schedule “F”, the following works shall be treated as works relating to foundation unless &amp; otherwise defined in the contract:</p> <p>(i) For Buildings : All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.</p> <p>(ii) For abutments, piers and well staining : All works up to 1.2 m above the bed level.</p> <p>(iii) For retaining walls, wing walls, compound walls, chimneys, over head reservoirs/ tanks and other elevated structures : All works up to 1.2 metres above the ground level.</p> <p>(iv) For reservoirs/tanks (other than overhead reservoirs/tanks) : All works up to 1.2 metres above the ground level.</p> <p>(v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.</p> <p>(vi) For Roads, all items of excavation and filling including treatment of sub base.</p> <p><b>12.6</b> 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.</p> <p>Nothing extra shall be admissible for such operations.</p>
--	--

	<b>CLAUSE 13</b>
	<p>If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.</p> <p>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;</p> <p>(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) Institute shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Institute shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Institute, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.</p> <p>(iii) If any materials supplied by Institute are rendered surplus, the same except normal wastage shall be returned by the contractor to Institute 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 Institute stores, if so required by Institute, shall be paid.</p> <p>(iv) Reasonable compensation for transfer of T &amp; P from site to contractor's permanent stores or to his other works, whichever is less. If T &amp; P are not transported to either of the said places, no cost of transportation shall be payable.</p> <p>(v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.</p> <p>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.</p> <p>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 Institute 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 Institute from the contractor under the terms of the contract.</p>

	<p>In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.</p>
<b>Carrying out part work at risk &amp; cost of contractor</b>	<p><b>CLAUSE 14</b></p>
	<p>If Contractor;</p> <p>(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</p> <p>(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</p> <p>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.</p> <p>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 Institute, 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:</p> <p>(a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or</p> <p>(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.</p> <p>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 Institute because of action under this clause shall not exceed 10% of the tendered value of the work.</p> <p>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 Institute are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the</p>



	<p>contractor.</p> <p>Any excess expenditure incurred or to be incurred by Institute in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Institute as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Institute in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.</p> <p>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.</p> <p>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.</p>
<b>Suspension of Work</b>	<p><b>CLAUSE 15</b></p>
	<p>(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:</p> <ul style="list-style-type: none"> <li>(a) on account of any default on the part of the contractor or;</li> <li>(b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or</li> <li>(c) for safety of the works or part thereof.</li> </ul> <p>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.</p> <p>If the suspension is ordered for reasons (b) and (c) in sub-Para (i) above;</p> <p>(ii) 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.</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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.</li> </ul> <p>(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 Institute or where it affects whole of the works, as an abandonment of the works by Institute, shall within ten days of expiry of such <b>period of 15 days give notice in writing of his intention to the Engineer-in-Charge.</b> In the event of the contractor treating the suspension as an</p>

	<p>abandonment of the contract by Govern-ment, 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.</p>
<b>Compensation in case of Delay of Supply of Material by Govt.</b>	<b>CLAUSE 15A</b>
	<b>The contractor shall not be entitled to claim any compensation from Institute for the loss suffered by him on account of delay by Institute in the supply of materials in schedule 'B' where such delay is covered by the difficulties relating to the supply of wagons, force majeure or any reasonable cause beyond the control of the Institute. This clause 15 A will not be applicable for works where no material is stipulated.</b>
<b>Action in case Work not done as per Specifications</b>	<b>CLAUSE 16</b>
	<p>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 Institute or any organization engaged by the Institute 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.</p> <p>If it shall appear to the Engineer-in-Charge or his authorized subordinates incharge 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 Institute 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.</p> <p>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.</p>
<b>Contractor Liable for Damages, defects during defect liability period</b>	<b>CLAUSE 17</b>
	<p>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</p>

	<p>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.</p> <p>In case of Maintenance and Operation works of E&amp;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.</p>
<b>Contractor to Supply Tools &amp; Plants etc.</b>	<b>CLAUSE 18</b>
	<p>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 &amp; 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.</p>
<b>Recovery of Compensation paid to Workmen</b>	<b>CLAUSE 18A</b>
	<p>In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, Institute is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Institute will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Institute under sub-section (2) of Section 12, of the said Act, Institute shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Institute to the contractor whether under this contract or otherwise. Institute shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to Institute full security for all costs for which Institute might become liable in consequence of contesting such claim.</p>
<b>Ensuring Payment and Amenities to Workers if Contractor fails</b>	<b>CLAUSE 18B</b>

	<p>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, Institute is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by Institute from time to time for the protection of health and sanitary arrangements for workers employed by C.P.W.D. Contractors, Institute will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Institute under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Institute shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Institute to the contractor whether under this contract or otherwise Institute shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Institute full security for all costs for which Institute might become liable in contesting such claim.</p>
<b>Labour Laws to be complied by the Contractor</b>	<b>CLAUSE 19</b>
	<p>The contractor shall obtain a valid licence under the Contract Labour (R&amp;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 comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.</p> <p>The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.</p> <p>The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment &amp; Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.</p> <p>Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.</p>
	<b>CLAUSE 19A</b>
	No labour below the age of fourteen years shall be employed on the work.
<b>Payment of Wages</b>	<b>CLAUSE 19B</b>
	<p>Payment of wages: The contractor shall pay to labour employed by him either directly or through sub-contractors, 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.</p>

(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 Institute contractor's Labour Regulations made by Institute 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 Institute 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 workman 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. 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.

	<b>CLAUSE 19C</b>
	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.2000/- 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.
	<b>CLAUSE 19D</b>
	<p>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:-</p> <ol style="list-style-type: none"> <li>(1) the number of labourers employed by him on the work,</li> <li>(2) their working hours,</li> <li>(3) the wages paid to them,</li> <li>(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</li> <li>(5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.</li> </ol> <p>Failing which the contractor shall be liable to pay to Institute, a sum not exceeding Rs.2000/- for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.</p>
	<b>CLAUSE 19E</b>
	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 Institute from time to time for the protection of health and sanitary arrangements for workers employed by the Central Public Works Institute and its contractors.
	<b>CLAUSE 19F</b>
	<p><b>Leave and pay during leave shall be regulated as follows:-</b></p> <ol style="list-style-type: none"> <li>1. Leave : <ol style="list-style-type: none"> <li>(i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,</li> <li>(ii) in the case of miscarriage - upto 3 weeks from the date of miscarriage.</li> </ol> </li> <li>2. Pay : <ol style="list-style-type: none"> <li>(i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.</li> </ol> </li> </ol>

	<p>(ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.</p> <p>3. Conditions for the grant of Maternity Leave:</p> <p>No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.</p> <p>4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix -I and II, and the same shall be kept at the place of work.</p>
	<b>CLAUSE 19G</b>
	<p>In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Institute, 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 Institute 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.</p> <p>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&amp; 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).</p>
	<b>CLAUSE 19H - Deleted</b>

	<b>CLAUSE 19I</b>
	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.
	<b>CLAUSE 19J</b>
	It shall be the responsibility of the contractor to see that the building under construction is not occupied by any body unauthorizedly 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 Superintending Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor. However, the Superintending Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.
<b>Employment of skilled/semi skilled workers</b>	<b>CLAUSE 19K</b>
	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 Institute. 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.
<b>Contribution of EPF and ESI</b>	<b>CLAUSE 19L</b>



	The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-Charge to the contractor on actual basis.
<b>Minimum Wages Act to be Complied with</b>	<b>CLAUSE 20</b>
	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.
<b>Work not to be sublet. Action in case of insolvency</b>	<b>CLAUSE 21</b>
	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 Institute in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Director, IITM shall have power to adopt the course specified in Clause 3 hereof in the interest of Institute and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.
	<b>CLAUSE 22</b>
	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 Institute without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
<b>Changes in firm's Constitution to be intimated</b>	<b>CLAUSE 23</b>
	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.
<b>Life Cycle Cost</b>	<b>CLAUSE 24</b>
	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.
<b>Settlement of Disputes &amp; Arbitration</b>	<b>CLAUSE 25</b>
	Except where otherwise provided in the contract all question and disputes relating to the meaning of the specifications, designs, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders of these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned herein after.

	<p>(i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-charge or any matter in connection with or arising out of the Contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decisions within a period of one month from the receipt of the contractor's letter.</p> <p>(ii) If the Superintending Engineer fails to give his instructions or decisions in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer, the contractor may, within 15 days of the receipt of Superintending Engineer's decision appeal to the Chairman (Engineering Unit), IITM who shall afford an opportunity to the contractor to be heard, if the matter so desires and to offer evidence in support of his appeal. The Chairman (Engineering Unit), IITM shall give his decision within 30 days of receipt of contractor's appeal.</p> <p>(iii) If the contractor is dissatisfied with the decision of the Chairman (EU) of IITM, he shall within 30 days of the receipt of the decision shall give notice to refer the dispute to the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Chairman (EU). The Dispute Redressal Committee (DRC) shall give its decision within a period of 30 days from the receipt of Contractor's appeal. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or the contractor is dissatisfied with the decision of Dispute Redressal Committee (DRC), then the contractor may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), can appeal to the Director. The Director shall give his decision within 30 days of appeal. If the contractor is not satisfied with the decision of the Director, he may request Director for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which the said decision shall be final and binding on the contractor.</p> <p>(iv) Except where the decision has become final, binding and conclusive in terms of Sub para (iv) above, disputes or differences shall be referred for adjudication through a sole arbitrator appointed by the Director, IITM. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall proceed with the reference from the stage at which it was left by his predecessor.</p> <p>(v) It is a term of this contract that the party invoking arbitration shall give list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Director, IITM of the appeal. It is also a term of this contract that no person other than a person appointed by such Director, IITM, as aforesaid should act as arbitrator.</p> <p>(vi) It is also a term of this Contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and IITM shall be discharged and released of all liabilities under the Contract in respect of these claims.</p> <p>(vii) The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.</p> <p>(viii) It is also term of this Contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the Director, IITM and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/- the arbitrator shall give reasons for the award.</p> <p>(ix) It is also a term of the Contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.</p> <p>(x) It is also a term of the Contract that the arbitrator shall be deemed to have entered on the reference on the date of issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and</p>
--	--

	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
<b>Contractor to Indemnify Govt. against Patent Rights</b>	<b>CLAUSE 26</b>
	The contractor shall fully indemnify and keep indemnified the Director, IITM 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 Institute in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the Director, IITM 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.
	<b>CLAUSE 27 - Deleted</b>
<b>Action where no Specifications are specified</b>	<b>CLAUSE 28</b>
	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-in-Charge.
<b>Withholding and lien in respect of sum due from contractor</b>	<b>CLAUSE 29</b>
	<p>(i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Institute shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the Institute shall be entitled to withhold the security deposit,</p> <p>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 Institute shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the Institute or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.</p> <p>It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Institute will be kept withheld or retained as such by the Engineer-in-Charge or Institute till the claim arising out of or under the contract is determined by the arbitrator(if 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 Institute 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.</p> <p>(ii) Institute 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 Institute to recover the same from him in the manner prescribed in sub-</p>

	<p>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 Institute to the contractor, without any interest thereon whatsoever.</p> <p>Provided that the Institute shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.</p>
<b>Lien in respect of claims in other Contracts</b>	<b>CLAUSE 29A</b>
	<p>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 Institute or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Institute 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 Institute or with such other person or persons.</p> <p>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 Institute will be kept withheld or retained as such by the Engineer-in-Charge or the Institute 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.</p>
<b>Water for Works</b>	<b>CLAUSE 30</b>
	<p>The contractor(s) shall make his / their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.</p> <ul style="list-style-type: none"> <li>i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-charge</li> <li>ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in- Charge, unsatisfactory.</li> <li>iii) No bore wells / open wells shall be constructed inside the IITM Campus for drawl of water</li> </ul>
<b>Hire of Plant &amp; Machinery</b>	<b>CLAUSE 31</b>
	The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work.

<b>Employment of Technical Staff and employees</b>	<b>CLAUSE 32</b>
	<p>Contractors Superintendence, Supervision, Technical Staff &amp; Employees</p> <p>(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.</p> <p>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.</p> <p>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.</p> <p>If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued</p>

	<p>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.</p> <p>(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.</p> <p>The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.</p> <p>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.</p>
<b>Levy/Taxes payable by Contractor</b>	<b>CLAUSE 33</b>
	<p>(i) All taxes, duties and levis including GST at applicable rate at time of time and Tamil Nadu Manual workers general Welfare Fund or any other tax or cess in respect of this contract shall be payable by the Contractor and IITM shall not entertain any claim whatsoever in this respect.</p> <p>(ii) Section 171 of the central goods and service tax 2017 (anti profiteering measure) will be applicable for this tender which states that “ Any reduction in rate of tax on any supply of goods or services of the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices”. Suitable undertaking to be given by the contractor.</p> <p>(iii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.</p> <p>If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Institute and does not any time become payable by the contractor to the State Government / Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Institute and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.</p>
<b>Conditions for reimbursement of levy / taxes if levied after receipt of tenders</b>	<b>CLAUSE 34</b>
	<p>i) If any further tax of cess is imposed by Statute after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes / levies / cess, the contractor shall be reimbursed the amount so paid. provided such payments, if any, is not, in the opinion of the Engineer-in-charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.</p> <p>ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Institute and/or the Engineer-in-Charge and further shall furnish such other information/document as the Engineer-in-Charge may require from time to time.</p>

	iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or excess, , give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.
<b>Termination of Contract on death of contractor</b>	<b>CLAUSE 35</b>
	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Divisional Officer on behalf of the Director, IITM shall have the option of terminating the contract without compensation to the contractor.
<b>If relative working in CPWD then the contractor not allowed to tender</b>	<b>CLAUSE 36</b>
	<p>The contractor shall not be permitted to tender for works in the CPWD circle (Division in case of contractors of Horticulture/Nursery categories) responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the C.P.W.D. or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Institute. If however, the contractor is registered in any other Institute, he shall be debarred from tendering in IITM for any breach of this condition.</p> <p>NOTE: By the term “near relatives” is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.</p>
<b>No Gazetted Engineer to work as Contractor within one year of retirement of Government</b>	<b>CLAUSE 37</b>
	No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering Institute of the Institute of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from Institute service without the previous permission of Institute of India 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 Institute of India as aforesaid, before submission of the tender or engagement in the contractor’s service, as the case may be.
<b>Theoretical consumption of Material</b>	<b>CLAUSE 38</b>
	<p>(i) After completion of the work and also at any intermediate stage in the event of non-reconciliation of materials issued, consumed and in balance - (see Clause 10), theoretical quantity of materials issued by the Institute for use in the work shall be calculated on the basis and method given hereunder:-</p> <p>(a) Quantity of cement &amp; bitumen shall be calculated on the basis of quantity of cement &amp; bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule ‘F’. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.</p> <p>(b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.</p> <p>(c) Theoretical quantity of G.I. &amp; C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination &amp; comparison being made diameter wise &amp; category wise.</p> <p>(d) For any other material as per actual requirements.</p>

	<p>(ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-Charge to this effect, shall be recovered at the rates specified in Schedule 'F', without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule 'F', shall be final &amp; binding on the contractor.</p> <p>For non scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.</p> <p>(iii) The said action under this clause is without prejudice to the right of the Institute to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.</p>
<b>Compensation during warlike situations</b>	<b>CLAUSE 39</b>
	<p>The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed, but not already measured and paid for, the compensation shall be assessed by the Divisional Officer upto Rs.5,000/- and by the Superintending 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.</p> <p>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 Divisional Officer.</p>
<b>Apprentices Act provisions to be complied with</b>	<b>CLAUSE 40</b>
	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 Superintending Engineer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
<b>Release of Security deposit after labour clearance</b>	<b>CLAUSE 41</b>
	Release of Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete, the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, 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.