



**Indian Institute of Science Bangalore
560012**

**Website : www.IISc.ac.in/opportunities/tenders
Contact: 080-2293 2765/2202/2008**

**TENDER DOCUMENT
(E-Procurement)**

For

**“Re-surfacing the existing selected damaged
bituminous roads at IISc”**

Tender No: IISc/Tender-04/2020-2021

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SECTION 1: Invitation for Tenders

Tender Notification

Scope of Work	“Re-surfacing the existing selected damaged bituminous roads at IISc Bangalore, IISc”
Estimated Value of work	Rs 3,94,12,000/-
Period of Work Completion	5 (Five) Months from the date of Work Order
Name of the Client	Indian Institute of Science, Bangalore
Address of the Client Tender Processing Fee	The Project Engineer-cum-Estate Officer, CCMD Indian Institute of Science Bangalore – 560 012 Tel No. 080-2293 2765/2008 e-Mail: office.ccmd@IISc.ac.in
Submission of Tender Document	As per e-procurement portal e-procurement portal- https://eprocure.gov.in/eprocure/app
Amount of Earnest Money to be deposited with the Tender	Rs. 5,91,180/-
Last date and Time for online submission (uploading) of tender	02.09.2020 at 1500 hrs.
Date and Time of opening of Tender (Technical Bid)	03.09.2020 at 1500 hrs.
Date and Time of opening of Tender (Financial Bid)	Shall be intimated to technically qualified bidders.

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A. General

1. Scope of Tender

The REGISTRAR, Indian Institute of Science invites tenders from eligible Bidders, for **“Re-surfacing the existing selected damaged bituminous roads at IISc Bangalore, IISc”** as defined in these documents). The eligible Bidders may submit tenders.

2. Eligibility Criteria

- 2.1 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of India or any State Government of Union of India. (authorized signatory should provide an undertaking).
- 2.2 Tenders from Joint ventures are not acceptable.
- 2.3 All Bidders shall provide the required information accurately and sufficient detail in Section 3:Qualification Information.
- 2.4 Any reputed Individual / Company registered with CPWD / KPWD / Railways / MES of Class I Civil Contractors are eligible to apply.
- 2.5 The Tenderer shall have executed and completed successfully in the last five years i.e., between 2015-16 to 2019-20 a single work of similar nature of value not less than Rs. 3,15,29,600/-.
- 2.6 The Tenderer shall have achieved in at least two consecutive financial years a minimum sum of turnover not less than Rs. 7,88,24,000/-in the last five years i.e. 2015-16 to 2019-20.
- 2.7 Work completion certificate for having completed at least one work of similar nature of value not less than the estimated value of contract certified from the competent authority not below the Rank of Executive Engineer or equivalent shall be uploaded. The work completion certificate shall mention the nature of work, items of work executed and the date of commencement and date of completion of the work.
- 2.8 The tenderer shall upload the valid and present certificate copies of PAN, GST, Contractor’s Registration pass book in technical bid, failing which the tender will be rejected. If necessary bidder shall produce all the original documents for verification.
- 2.9 If the rate quoted by the Contractor for each category of works is below the estimated value of the work, the contractor should pay the difference of amount in favor of The Registrar, IISc in the form of DD or Pay order or FDR (Fixed deposit receipt) or Bank Guarantee as an additional security deposit before entering into Agreement. The same will be refunded only after satisfactory completion of the work.

- 2.10 The work shall be carried out as per the directions of the Project Engineer cum Estate Officer and Engineer-in-charge.
- 2.11 Black listed contractors/in govt/Quasi govt/boards/BBMP etc., are not eligible to quote, if found such tenders will be rejected
- 2.12 The successful Bidder shall execute an Agreement within 10 days from the date of Receipt of intimation from this office, The Tender Document will form the part and parcel of the agreement, failing which the tender will deem to be get cancelled.
- 2.13 The material shall be got approved by the Project Engineer cum Estate Officer, IISc before execute the work.
- 2.14 Further details of the work can be obtained from this office.
- 2.15 The rates quoted in the schedule shall be inclusive of all applicable taxes (inclusive of GST).
- 2.16 The IISC. reserves the right to accept / reject any or all the tenders without assigning any reasons.
- 2.17 The work shall be commenced with all men and machinery within 10 days from the date of work order, failing which it would be presumed that the successful tender is no interested in the work and action will be taken to get the work executed through alternate agency at the risk and cost of the former Tenderer.
- 2.18 Conditional tenders will not be accepted.
- 2.19 Bidders who meet the above specified minimum qualifying criteria, shall be eligible.
- 2.20 Even though the Bidders meet the above criteria, they are subject to be disqualified if they have:
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - Record of poor performance such as abandoning the works, not properly completed the contract, inordinate delays in completion, litigation history, or financial failures etc.

3. Site visit:

The Bidder at his own responsibility is encouraged to visit and examine the Site of Work sand its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the Works. The cost of visiting the Site shall be at the Bidder's own expense.

B. Tender documents (Two bid system – Technical & Financial)

The Tender document can be downloaded from e-procurement website:
<https://eprocure.gov.in/eprocure/app>

It may be noted that all subsequent notifications, changes and amendments on the project/document would be posted only on the same website:

<https://eprocure.gov.in/eprocure/app>

The bidders will be required to register themselves with the centre for e-governance to participate in the bidding .Necessary details could also be obtained over telephone at cPPP.

4. Content of Tender documents

The bidders should go through the Tender Document and submit online response through e-procurement portal only.

5. Amendment of Tender documents

- 5.1 Before the deadline for submission of tenders, the IISC. may modify the tender documents by issuing corrigendum / addendum.
- 5.2 Such corrigendum/ addendum thus issued shall be part of the tender documents and shall be published online in e-Procurement portal.
- 5.3 To give prospective Bidders reasonable time in which to take corrigendum/ addendum into account in preparing their tenders, the IISC. shall extend as necessary the deadline for submission of tenders.

C. Preparation of Tenders

6. Documents comprising the Tender

- 6.1 The Technical Bid submitted by the Bidder shall contain the documents as follows:

- (a) Earnest Money Deposit & Tender processing fee paid in any of the payment modes specified in e-Procurement platform.
- (b) Qualification Information as per formats to comply the task created in the e-Procurement Portal under General Terms and Conditions and Technical parameters and Documents required from Bidder.
- (c) Any other documents / materials required to be completed and submitted by Bidders in accordance with these instructions. The required documents shall be filled in without exception.

- 6.2 The financial bid submitted by the Bidder shall contain the documents as follows:

Priced Bill of Quantities; online through e-procurement portal, no hardcopy of commercials should be attached or disclosed.

7. Tender prices

- 7.1 The contract shall be for category of works / whole works based on the priced Bill of Quantities submitted by the Bidder.
- 7.2 The Bidder shall fill in rates for all items in each category of Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder will not be paid for by the IISC. When executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 7.3 All prevailing duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Bidder.

8. Tender validity

- 8.1 Tenders shall remain valid for a period not less than 180 days after the deadline date for tender submission. A tender valid for a shorter period shall be rejected by the IISC. as non-responsive.
- 8.2 In exceptional circumstances, prior to expiry of the original time limit, the IISC. May request that the Bidders may extend the period of validity for a specified

additional period. The request and the Bidders' responses shall be made in writing or by email. A Bidder may refuse the request without forfeiting his earnest money deposit. A Bidder agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

9. Earnest money deposit

- 9.1 Earnest Money Deposit/ Bid security

The Bidder shall furnish, as part of his tender, earnest money deposit (EMD) of Rs.5,91,180/-

The Bidder can pay the Earnest Money Deposit (EMD) in the DD form.

EMD amount will have to be submitted by the bidder taking into account the following conditions:

- a. EMD will be accepted only in the form of Demand Draft and will be maintained until the finalization of the Tender.
- b. The entire EMD amount for a particular tender has to be paid in a single transaction
- 9.2 The earnest money deposit of unsuccessful Bidders will be returned after awarding the contract to the successful bidder.
- 9.4 The earnest money deposit may be forfeited:
- (a) If the Bidder withdraws the Tender after tender opening during the period of tender validity;

- (b) If the Bidder fails within the specified time limit to
 - (i) Sign the Agreement; or
 - (ii) Furnish the required Security deposit

10. Format and signing of Tender

Bidder shall sign all the pages of the tender document as a token of acceptance of all the terms and conditions of the contract and uploaded in the e-Procurement portal.

D. Submission of Tenders

- 11.** Tenders must be submitted on-line in the e-Procurement portal by the Bidder Before the notified date and time.

12. Deadline for submission of the Tenders

The Bidder shall submit a set of hard copies of all the documents in a sealed cover to IISC. required as a pre-qualification bid (Technical bid) which were uploaded through e-procurement portal. In the event of any discrepancy between them, the original uploaded document in e-procurement shall govern. The IISC. may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the IISC and the Bidders previously subject to the original deadline will then be subject to the new deadline.

13. Late Tenders

In e-procurement system, Bidder shall not be able to submit the bid after the bid submission time and date as the icon or the task in the e-procurement portal will not be available. IISc will not be liable (or) responsible for any delay due to unavailability of the portal and the Internet link.

14. Modification and Withdrawal of Tenders

- 14.1 Bidder has all the time to modify and correct or upload any relevant document in the portal till last date and time for Bid submission, as published in the e-procurement portal.
- 14.2 The Bidder may withdraw his tender before the notified last date and time of tender submission.
- 14.3 No Tender may be modified after the deadline for submission of Tenders.
- 14.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 8.1 above or as extended pursuant to Clause 8.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 9.

E- Tender opening and evaluation

15. Tender Opening:

- 15.1 The IISc will open all the Tenders received in the presence of the Bidders or their representatives who choose to attend on the specified date, time and place specified. In the event of the specified date of Tender opening being declared a holiday for the IISc. The Tenders will be opened at the appointed time and location on the next working day.
- 15.2 The IISc. Will evaluate and determine whether each tender meets the minimum qualification /eligibility criteria.
- 15.3 Bidder to submit all the Original Documents, which are submitted in e-procurement portal, to the IISc. for verification at the time of opening of Tender
- 15.4 The IISc record the Tender opening

16. Process to be confidential

- 16.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

17 Clarification of Tenders

- 17.1 To assist in the examination, evaluation, the IISc. may, at his discretion, ask any Bidder for clarification of his Tender. The request for clarification and the response shall be in writing or by e-mail along with the section number, page

number and subject of clarification, but no change in the price or substance of the Tender shall be sought, offered, or permitted.

- 17.2 Subject to sub-clause 17.1, no Bidder shall contact the IISc. on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the IISc., he should do so in writing.

- 17.3 Any effort by the Bidder to influence the IISc. in the IISc.'s Tender evaluation, or contract award decisions may result in the rejection of the Bidders' Tender.

18. Examination of Tenders and determination of responsiveness

- 18.1 Prior to the detailed evaluation of Tenders, the IISc. will determine whether each Tender (a) meets the eligibility criteria defined in Clause 2;

(b) has been properly signed; (c) is accompanied by the required earnest money deposit and; (d) is substantially responsive to the requirements of the Tender documents.

18.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the IISC.'s rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Tenders.

18.3 If a Tender is not substantially responsive, it will be rejected by the IISC. And may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

19. Correction of errors

19.1 Tenders determined to be substantially responsive will be checked by IISC. For any arithmetic errors. Errors will be corrected by the IISC. As follows:

(a) Where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and

(b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

19.2 The amount stated in the Tender will be adjusted by the IISC. in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited.

20. Evaluation and comparison of Tenders

20.1 Opening of the financial bid will be preceded by the evaluation of the Pre-qualification Offer (Technical bid), vis-a-vis the capability, capacity and credibility of the Bidder. Evaluation of the Pre-qualification Offer will be done by the Evaluation Committee constituted for the purpose. After evaluation is completed, all the Bidders who are qualified will be notified

and will be intimated at the time of opening of the financial bid. Financial bid will be opened in the presence of those who choose to be present or even in the absence of any Bidder.

The IISC will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 18.

20.2 In evaluating the Tenders, the IISC. Will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

- (a) Making any correction for errors pursuant to Clause 19 and
- (b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 14.5.

20.3 The IISC Reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the IISC. Shall not be taken into account in Tender evaluation.

20.4 NEGOTIATIONS

The Bidder though technically qualified and who's financial offer is the lowest, fails to convince the Tender Evaluation Committee of his capability, capacity, credibility, his offer may be rejected and the Bidder intimated accordingly. In such case, the Bidder, who has quoted the second lowest price, may be considered and his price may be negotiated.

F. Award of Contract

21. Award criteria

21.1 Subject to Clause 22, the IISC. will award the Contract to the Bidder whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

22. IISC.'s right to accept any Tender and to reject any or all Tenders

22.1 Notwithstanding Clause 21, the IISC. reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the IISC.'s action.

23. Notification of award and signing of Agreement

23.1 The Bidder whose Tender has been accepted will be notified of the award by the IISC. Prior to expiration of the Tender validity period by e-mail or confirmed by letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the IISC. will pay the Contractor in consideration of the execution, completion,

and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

- 23.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 24.
- 23.3 The Agreement will incorporate all agreements between the IISC. and the successful Bidder /Bidders. It will be kept ready for signature of the successful Bidder in the office of IISC. following the notification of award along with the Letter of intent. The successful Bidder will sign the Agreement and deliver it to the IISC.
- 23.4 Upon the furnishing by the successful Bidder of the Security deposit, the IISC. will issued formalwork order

24. Further Security deposit (FSD)

- 24.1 6% on the running bills and final bill in addition to Earnest Money Deposit. When the FSD deducted from R.A Bills of the contractor @ 6% of the bill amount exceeds Rs.1.00 Lakh, the amount in excess of Rs. 1.00 Lakh may, at the request of the bidder, be released to him against the production of the bank guarantee issued from a Nationalized Bank only for an equal amount in theprescribed form. The bank guarantee should be valid till the completion of the period.
- 24.2 If the security deposit is provided by the successful bidder in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank
- 24.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 24.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit.

25. Corrupt or Fraudulent practices

- 25.1 The IISc requires that the Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, IISC.
- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (b) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded IISc contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a IISC contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Bidder hereunder will be used for purposes of computing Tender capacity as provided in Clause 2 of the Instructions to Bidders. This information will not be incorporated in the Contract.

1.1	Name of Agency as registered	
	Postal Address for communication	
	Principal Place of business	
	Name of the Owner	
	Nature of Company/individual/partnership/firm etc	
	Name of the authorized person with contact details	
	Constitution or legal status of Bidder	
	Place of Registration	[Attach self-attested photo copy]

1.2 Total value of Asphaltting works executed and payments received in the last five years (Rs. Lakhs)

2015-16 _____
2016-17 _____
2017-18 _____
2018-19 _____
2019-20 _____

1.3 (a) Details of Works performed as a Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name Of Employer	Description of work	Contract number	Value of Contract	Stipulated Period of completion	Actual date of completion	Remarks (Reason for delay)

[Attach satisfactory certificate and date of completion from the concerned Engineer-in-charge not below the rank of Executive Engineer or Competent Authority]

(b) Details of single Govt / Semi Government similar nature of works costing Rs 3,15,29,600 of the amount put to tender & above carried out during the five financial years specified in 1.2 above.

Project Name	Name Of Employer	Description of work	Contract number	Value of Contract	Date of work order	Stipulated Period of completion	Actual date of completion	Remarks (Reason For delay)

[Attach satisfactory certificate and date of completion from the concerned Engineer-in-charge not below the rank of Executive Engineer or Competent Authority]

1.4 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract Number & Date	Name & Address of the Customer	Value of Contract in Rs. Lakhs	Specified Period of Completion	Value of Remaining work to be completed	Anticipated Date of Completion
1	2	3	4	5	6	7	8

[Details to be furnished with necessary work order signed from concerned Engineer-in-charge not below the rank of Executive Engineer or Competent Authority. Work order/Testimonials will be verified, if required]

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name & Address of the Customer	Estimated Value of Work In Lakhs	Specified Period of Completion	Date when the decision expected	Remarks if any
1	2	3	4	5	6	7

1.5. Reports on the financial standing of the tendered, such as profit and loss statements and auditor's reports (audited balance sheet) and Annual Turn Over for the last five years to be uploaded as per the format below:-

Amount

Sl.No	Year	Turn Over	Remark
1	2015-16		
2	2016-17		
3	2017-18		
4	2018-19		
5	2019-20		

[Report on the financial standing of the tendered, such as profit and loss statements and auditor's report (Audited balance sheet)for the last five years to be uploaded]

- **NOTE**

A separate certificate from Chartered Accountant stating turn over for the Last FIVE YEARS

- 1.6 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause 3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. is a reputed company with a good financial standing. If the contract for this work, namely (Name of the work) is K/W – 3 Works /Open awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. (30% of the Estimated value of work as in page 3, Item 2) to meet the working capital requirements for executing the above contract

Sd/-
Name of the Bank, Senior Bank Manger
Address:.....

Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the IISC.

Income tax clearance certificate to be uploaded duly signed by competent Authority

SECTION 4:

Form of Tender

Description of the Works: “Re-surfacing the existing selected damaged bituminous roads at IISc Bangalore , IISc”

To

The Registrar,
Centre for Campus Management and Development
Indian Institute of Science
Bangalore – 560 012

Dear Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing, if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We hereby authorized IISc and its authorized representatives to conduct any enquiries or investigations to verify the statements, documents and information submitted (uploaded) for this tender.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Bidder

Address:

THE ARTICLES OF AGREEMENT

Articles of Agreement made at Bangalore, this Between the INDIAN INSTITUTE OF SCIENCE, BANGALORE 560 012, (hereinafter referred to as the OWNER or EMPLOYER which expression shall include its successors and assigns and all the persons for the time being in the Management of the Institute) represented by its REGISTRAR of the ONE PART, andhere in after

Referred to as the “CONTRACTOR”, (which expression shall include their partners, their respective heirs, executors, administrators and assigns) on the OTHER PART.

Whereas the Employer is desirous of getting the work of : “Re-surfacing the existing selected damaged bituminous roads at IISc Bangalore , IISc” hereinafter called the work) executed by the Contractor at the rates quoted by him amounting to Rs. 5,91,180.00(Rupees Five Lakhs Ninety One Thousand One Hundred Eighty Only) which is the estimated Amount put to tender.

And Whereas the Contractor has agreed to execute the aforesaid work on terms and conditions mentioned herein and subject to Tender Conditions of Contract and in accordance with the particular specifications, general notes and the schedule of quantities, schedule of rates, payment and penalty condition.

And Whereas the contractor has deposited a sum of Rs 5,91,180/- (Rupees Five Lakh Ninety One One Hundred Eighty Only) with Employer as security for the due performance of this Contract.

NOW it is hereby agreed and declared by and between the parties hereto as follows;

1. In consideration of the payment to be made to them as hereinafter provided, the contractor shall, subject to the terms, conditions, specifications, schedule of quantities, drawings, etc., more particularly stated in the Schedules aforesaid, execute and complete the work within 5 (Five) Months starting after 10 days of issuance of work order or from the date of handing over of site, whichever is later.

2. The Employer shall pay to the contractor such sums as shall become payable hereunder at the time and in the manner specified in the conditions contained in the schedule aforesaid.

3. The time allowed for carrying out the work as entered in the tender Agreement shall be strictly observed by the contractor and shall be deemed to be the essence of the contract on the part of the contractor and shall be reckoned from 10 days after the date on which the order to commence the work is issued to the Contractor or the date of handing over of site, whichever is later. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the Contractor shall pay as compensation an amount equal to one percent, or such smaller amount, as the Director, Indian Institute of Science (whose decision in writing shall be final) may decide on the amount of estimated cost of the whole work as shown in the tender for every day that the work remains un commenced or unfinished, after proper dates.

4. The contractor shall to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds one month (save for special jobs) to complete one-eighth of the whole work before, one-fourth of the whole time allowed under the contract has elapsed, three-eighths, of the work before one-half of such time has elapsed, and three-fourths of the work before three-fourths of such time has elapsed.

However for special jobs if a time schedule has been submitted by the contractor and the same has been accepted by the Architects/ Project Engineer-cum-Estate Officer, CCMD the contractor shall comply with the said schedule. In the event of the Contractor failing to comply with the conditions he shall be liable to pay as compensation an amount equal to one percent or such smallest amount, as the Director, Indian Institute of Science (Whose decision in writing shall be final), may decide on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete; provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed seven and a half (7 ½) percent of the estimated cost of the work as shown in the tender.

5. The Director of the Indian Institute of Science, without prejudice to his rights under the contract in any respect of any delay or inferior workmanship or otherwise, or to any claim for damages in respect of any breaches of the Contract and without prejudice to any rights of remedies under any of the provisions of this contract or otherwise and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:-

- (i) If the contractor having been given by the Architects/Project Engineer-cum-Estate Officer, CCMD a notice in writing to rectify reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un workmanlike manner, shall omit to comply with the requirements of such notice for a period of seven days of such notice thereafter or if the contractor shall delay or suspend the execution of the work so that in the judgment of the Project Engineer-cum-Estate Officer, CCMD (which shall be final and binding) either he will

be unable to secure completion of the work by the date for completion of the work or he has already failed to complete the work by that date.

- (ii) If the Contractor being a company passes a resolution or if the Court passes an order to wind up the company or if a receiver or a manager is appointed on behalf of the creditors of the company or under circumstances which entitles the Court or the creditors to appoint a receiver or manager which would entitle the Court to make a winding up order.
- (iii) If the Contractor commits breach of any of the terms or conditions of this contract;
- (iv) If the contractor assigns or sublets without written approval of the Project Engineer-cum-Estate Officer, CCMD or becomes insolvent.

When the Contractor has made himself liable for action under any of the cases aforesaid, the Project Engineer-cum-Estate Officer, CCMD on behalf of the Director of the Institute shall have powers:

- (a) To determine or rescind the Contract as aforesaid (in which termination or recession notice in writing to the Contractor under hand of the Project Engineer-cum-Estate Officer, CCMD shall be conclusive evidence) Upon such determination or recession the security deposit of the Contractor shall be liable to be forfeited and shall absolutely be at the disposal of Institute.
- (b) To employ labor paid by the Institute and supply materials to carry out the work or any part of the debiting the Contractor with the cost of the labor and the price of the materials (of the amount of which cost and price certified by the Project Engineer-cum-Estate Officer, CCMD shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respect on the same manner and at the same rates as if it has been carried out by the contractor under the term of his contract. The certificate of the Project Engineer-cum-Estate Officer, CCMD as to the

value of the work done shall be final and conclusive against the contractor, provided always that action under the sub-section 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 paid to the Contractor.

- (c) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be un-executed out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess a sum of which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Project

Engineer-cum-Estate Officer, CCMD shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any monies due to him from the Institute under this contract or any other account whatsoever, of from his security deposit or the proceeds of sales thereof, or a sufficient part thereof as the case may be.

In the event of any one or more of the above courses being adopted by the Project Engineer-cum-Estate Officer, CCMD, 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 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 provisions, aforesaid, this contractor shall not be entitled for recover or be paid any sum for work thereto/for actually performed under this contract unless the Architect/ Project Engineer- cum- Estate Officer, CCMD 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.

6. The schedules above mentioned including the General Rules and Directions to Contractors and the following documents, viz.,
 - i) Letter of Intent
 - ii) Letter of Acceptance
 - iii) Conditions of Contract – Volume I
 - iv) Contractor’s Bid – Bill of Quantities – Volume II
 - v) Technical Specifications – Volume III
 - vi) Drawings
 - vii) The pre-Bid meeting proceedings and corrigendum
 - viii) Any other document listed in the Contract Data as forming part of the contract

shall form an integral part of agreement and the decision of the Project Engineer-cum-Estate Officer, CCMD in reference to all matters of dispute as to material and workmanship shall be final and binding on both the parties.

7. The employer reserves to himself the right of altering the drawings of the works and of adding to or omitting any item of work from or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall not vitiate this agreement.
8. This agreement comprises the work aforesaid and all subsidiary works connected therewith even though such works may not be shown on the schedule appended hereto.

9. Not with standing anything contained in the tender submitted by the contractor, all the clauses of this agreement shall be binding on both the parties.

10. Where counter terms and conditions, printed or copied, are offered by the contractor, the same shall not be deemed to have been accepted by the Employer, unless specific written acceptance thereof is furnished by the Employer. Notwithstanding the foregoing, no verbal agreement or inference from conversation with any office members/representatives/employees of the Employer before, during or after the execution of the agreement, shall in any way affect or modify any of the terms/obligations contained herein.

11. In the event the contract is terminated by the Employer due to any aforementioned act/omission on the part of the contractor, or for any reason whatsoever, the Employer shall be entitled to engage the services of any other person, agency or Contractor to meet its requirement, without prejudice to its rights including claim for damages against the Contractor.

12. The Employer shall be indemnified for all losses due to commissions and Commissions of persons deployed by the contractor. If any loss or damage is caused to the Employer on account of any negligence, carelessness, acts of Commissions. Commissions of contractors, his employees or staff, the same shall be made good by the contractor. The contractor shall defend, indemnify and hold the Institute harmless from any liability or damage, law suits, penalties imposed by any State of Central Government Department or statutory body or by a third party for reasons of violation of any of statutory provisions or requirements by the contractor. The Employer shall not be liable for any damage or compensation payable to any workmen or to any person as a consequence of this work and the Employer shall be completely indemnified accordingly.

13. In case of disputes s including all questions relating to the performance of the obligations under this agreement and all the dispute and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payments to be made in pursuance thereof shall be decided by the Director of IISc whose decision shall be binding on the contractor. The Contractor hereby agrees to be bound by the decision of the Director

IN WITNESS WHERE OF the parties here to have set their respective hands the day and the year here in above written.

In the presence of:

Signed by for and on behalf of the said

Contractor.

In the presence of:

Signed by for and on behalf of the said

Employer.

REGISTRAR
INDIAN INSTITUTE OF SCIENCE
BANGALORE-12

INDIAN INSTITUTE OF SCIENCE, BANGALORE-12

ITEM RATE TENDER FOR WORK

I/We, hereby tender for the execution for the Indian Institute of Science, Bangalore-12 of the works specified in the under mentioned memorandum within the time specified in such memorandum at the rates specified therein and in accordance, in all respects, with the specifications, designs, drawings and instructions in writing which have been read by me/read and explained to me and with such materials as provided for by and in all other respects in accordance with such conditions as for as possible.

MEMORANDUM OF WORK

GENERAL DESCRIPTION	“Re-surfacing the existing selected damaged bituminous roads at IISc Bangalore, IISc”
ESTIMATED COST	Rs 3,94,12,000.00
EARNEST MONEY	Rs. 5,91,180/-
FURTHER SECURITY DEPOSIT	6% on the running account bills and final bill in addition to Earnest Money Deposit. When the F.S.D. deducted from the RA bills of the Contractor @ 6% of the bill amount exceeds Rs.1.00 lakhs, the amount in excess of Rs.1.00 lakh may, at the request of the Contractor, be released to him against the production of a bank guarantee issued by a Nationalized Bank only for an equal amount in the prescribed form. The bank guarantee should be valid till the completion of the period mentioned in page 3 (period of work completion)
TIME ALLOWED FOR THE COMPLETION OF WORK IN ALL RESPECTS FROM THE COMMENCEMENT WORK	5 (Five) Months
BILLS OF QUANTITIES	Enclosed
SPECIFICATIONS	The work shall be carried out strictly in accordance with the enclosed specifications and wherever items are not covered by those specifications in accordance with specifications/Drawings/Designs/Requirement and direction of the Project Engineer –Cum- Estate Officer ,CCMD or his representatives.

I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions contained in the articles of agreement, which have been read by me/us or in default thereof to forfeit and pay to the Registrar, Indian Institute of Science or his successors the sums of monies mentioned in the said conditions.

The sum of Rs.5,91,180/- (Rupees Five Lakh Ninety One Thousand One Hundred Eighty Only) has been deposited in cash/Bank draft as Earnest Money the full value which is to be absolutely forfeited to the Registrar or his successors in Office should I/We fail to commence the work specified in the above memorandum and complete the same.

Dated this

Signature of the Contractor/s

Witness to Contractor/s Signature:

NAME

ADDRESS

OCCUPATION

The above tender is hereby accepted by me on behalf of the Indian Institute of Science, Bangalore-12.

REGISTRAR
INDIAN INSTITUTE OF SCIENCE
BANGALORE.

Indian Institute of Science, Bangalore-12

APPENDIX

1.Name of the work	“Re-surfacing the existing selected damaged bituminous roads at IISc Bangalore, IISc”
2.Date of commencement of Work	Within Ten days from the date of issue of work order or the date of handing over the site whichever is later
3.Time of Completion	5 (Five) Months
4.Frequency of interim Certificate and payment	Once every month.
5.Further Security deposit	6% on the running bills and final bill in addition to earnest money deposit. When the F.S.D. deducted from the R.A. Bills of the contractor@ 6% of the bill amount exceeds Rs.1.00 Lakhs, the amount in excess of Ra.1.00 Lakh may, at the request of the contractor, be released to him against the production of bank guarantee issued from a Nationalized Bank only for an equal amount in the prescribed form. The bank guarantee should be valid till the completion of the period i.e., 90 days.
6.Defects liability period / retention amount from the final bill/release of balance of deposit	The security deposit lodged/paid by a contractor shall be refunded to him after the final bill is paid or after twelve months from the date of completion of the work, during which period the work so executed should be maintained by the contractor in good order, whichever is later
7.Penalty for delay	In respect of the shortfall in progress, assessed as due to the delay on the part of contractor as per clause 2(b) and 2(c), the contractor shall be liable to pay as penalty an amount equal to one percent of the estimated cost of the balance work assessed according to the program, for every day that the due quantity of work remains incomplete, provided always that the

	total amount of penalty to be paid under the provisions of this clause shall not exceed 7 ½ percent of the estimated cost of the entire work as shown in the tender, provided further that in the event of the contractor making up the shortfall in progress within the stipulated or extended time of completion, the penalty so recovered may be refunded on an application in writing by the contractor.
8. Period for payment of Running Bill.	Three weeks from the date of submission of each Running account bills by the Contractor.
9. Period for submitting the final Bill.	One month from the date of virtual completion of the work by the Contractor.

GENERAL RULES AND DIRECTIONS TO CONTRACTORS

1. A Schedule of Quantities (Bill of Quantities) is attached herewith. It should, however, be clearly understood that these quantities are liable to alterations by omission, addition, or variation, at the discretion of the Architects/Project Engineer Cum Estate Officer.
2. The tenderer shall insert all rates and amounts and the totals in the schedule of quantities. Rate for alternative items, when asked for, shall be entered in red ink, and shall not be included in the total.
3. The drawings together with specifications and conditions of contract are enclosed. These should be studied carefully by the intending tenderers. In the absence of specifications for any item of work, material or ingredient in the specifications, PWD specifications shall be followed and in the absence of specification for any item, materials are ingredient shall be fixed in all respects in accordance with the instructions and requirements of the Project Engineer Cum Estate Officer, the work will be the best of the kind.
4. The tenderer is expected to inspect the site and acquaint himself with the local conditions and will be deemed to have so done before submitting the tender.
5. The successful tenderer is required to sign an agreement for the due fulfillment of the contract and start the work immediately on of the acceptance of his tender. A draft of the Articles of the Agreement is enclosed. The Earnest Money referred to in item No.3 of Memorandum contained in the “Item Rate Tender for Works”, will be forfeited and at the absolute disposal of the Employer if the Contractor defaults from signing the Agreement of in starting the work.
6. The rates quoted shall be for finished work and shall include for all necessary incidental work. Sales or any other tax on materials in respect of this contract will be payable by the Contractor. The Contractors cannot presume any details regarding the contract.
7. Water supply: The Contractor has to make his own arrangement for water supply. However, if water supply to the site at one convenient point is made available by the Institute, the charges for the consumption of water will be borne by the Contractor at 1.50% of the value of the work.
8. Supply of Electricity-electricity required for construction shall be arranged by the contractor itself. Electricity if supplied to the contractor

9. by the institute will be metered and amount will be recovered in the bills as per actual at rate fixed by the Institute. Supply of electricity from
10. the institute is not mandatory. Non supply of electricity by the institute cannot be held as reason for short fall in progress.
11. The duration of the work is 5 (Five) Months.
12. Institute reserves the right to accept or reject any tender without assigning reasons thereof. He further reserves the right of deleting any item of work in this contract at his discretion.
13. The tenders are valid for a period of 3 (three) months from the date of opening.
14. This “General Rules and Directions to Contractors” shall also form part of the tender document

14.1 Cement to be procured by contractor only, adhering to the following conditions.

1. Only 53 grade OPC cement is to be used for the projects.
2. The cement shall conform to IS 8119-1976.
3. ACC, L&T, Coromandel, Birla brands only to be used.
4. Test certificate is to be produced for every procurement made for.

15. This contract comprises:

a) General Builders work (Civil works).

b) Water supply and Sanitary

Installation

c) Electrical Installation.

d) Sump and overhead tank.

13. The General Builder should get the water supply and sanitary installations and the Electrical installations executed through licensed sub-contractor having good experience and qualified and competent tradesmen in the respective fields and approved by the Project Engineer Cum Estate Officer.
14. It is entirely the responsibility of the Contractor to arrange for and provide all materials required for successful completion of the work except such special materials that may be supplied if any.
15. The Brand, size and color of vitrified/ceramic/glazed tiles shall be got approved from the Competent authority before procurement of materials.

Brands recommended are Johnson, Naveen, Kazaria

16. Water supply/Sanitary fixtures like Bibcock's, pillar cocks, Health-faucet angle cock, bottle traps, EWC, IWC, urinal basins shall be as per approval from competent authority
18. Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows
 - a) Where there is discrepancy between the rates in figures and in words, the lower of the two will be governed and
 - b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will be governed.
 - c) Where there is a discrepancy in entries of unit rate between the Original and Duplicate, the lower will govern.
19. Tol tax, Octroi, Royalty for collecting earth, gravel, sandstone etc., Excise duty, GST, Sales tax or any other tax payable on account of this contract will have to be met from contractors account.
20. The Contractor should make his own arrangements to cover the all-round construction area, by providing polyester net/polythene sheet/barricading to avoid inconvenience to other surrounding departments, as directed by the Engineer-in-charge of the work.
21. The debris arise during the period of construction will have to be cleared then and there to keep the surroundings clean and tidy. Such debris shall, if not cleared, be cleared at his risk and cost.
22. Work done as a sub- contractor under a prime contractor will not be considered for qualification.
23. "Prime Contractor" means a firm that performs a construction work itself and that the work is directly entrusted to the firm by the owner/ government/ local body/ quasi government/ Government undertaking bodies.
24. The contractor shall vacate the campus premises with all his men/ materials immediately after completion of the project

SPECIAL CONDITIONS

BITUMEN

Bitumen, to be procured by Contractor only, adhering to the following conditions:

- a) Approved grade of Bitumen is to be used
- b) The Bitumen confirm to MORTH specification
- c) Test Certificate to be procured for every procurement
- d) The desired temperature of the mix to be strictly maintained at the plant, during transportation and while laying as per standards
- e) The Mix Design to be got approved prior to commencement of work.
- f) The required Quality Control tests to be carried out as per MORTH specification
- g) The required Grade Bitumen should be procured directly from MRPL – Mangalore or IOCL refineries.

SECTION 6: SPECIAL CONDITIONS

1. No Labour Camp inside the Indian Institute of Science Campus
2. Any damage to the existing service lines during execution of work shall be got rectified by the tenderer at his cost and risk.
3. Excavated earth/debris shall be removed from the work site at the end of the day
4. Tenderer shall have qualified Site Engineer and Quantity Surveyor at site till the end of the Project
5. The Agency after completion of work should submit final bill within 90days from the date of completion of all work. If the agency fails to submit the final bill with in 90days. IISc will take unilateral decision to check the final measurement through committee and finalize the final bill

SECTION 7: CONDITIONS OF CONTRACT

Clause 1. Security Deposit

- (a) The person/persons whose tender may be accepted (hereinafter called the contractor which expression shall unless the context otherwise requires, include his heirs, executors, administrators and assigns) shall pay Earnest Money Deposit indicated in Column (ii) of the table given below and shall permit Institute (a) to deduct FSD at the percentage mentioned in Column (iii) of the table given below of all moneys payable for work done under the Contract, at the time of making such payments to him/them and (b) to hold such deductions as Further Security Deposit (FSD).

Estimated cost of the work	E.M.D Percentage	F.S.D Percentage
(i)	(ii)	(iii)
Up to Rs.20,00,000/-	2 ½%	5%
Rs.20,00,000/- up to Rs.1.00 Crore	2%	5 ½%
Rs.1.00 crore up to Rs.10 crores	1½%	6%
10 crores and above	1%	6 ½%

- (b) Addition or Reduction in Security Deposit.

The EMD for the tendered work and additional amount of Security Deposit at the rates mentioned in Sub-clause 1(a) above should be, paid by the contractor. If a portion of the work is withdrawn from the Contractor under the provisions of Clause 12(a), the Project Engineer cum Estate Officer(CCMD), Indian Institute of Science(hereinafter referred to as the Project Engineer cum Estate Officer) may allow a proportionate reduction in the amount of the Security Deposit.

- (c) Dues to Institute, to be set off against Security Deposit.

All compensation or other sums of money payable by the Contractor to Institute under the terms of this contract may be realized or deducted from any Security Deposit payable to him or from any sums which may be due or may become due by Institute to the Contractor on any account whatsoever and in the event of his security deposit being reduced by reason of any such realization or deduction as aforesaid, the Contractor shall, within ten days thereafter, make good in cash any sum or sums which have been deducted from, or raised by sale of his security deposit or any part thereof.

(d) Refund of Security Deposit (EMD & FSD):

The Security Deposit lodged/paid by a Contractor shall be refunded to him after the final bill is paid or after twelve months from the date of completion of the work, during which period the work should be maintained by the Contractor in good order, whichever is later.

Clause 2. PENALTY FOR DELAY

(a) Written Order to Commence Work

After acceptance of the tender, The Project Engineer cum Estate Officer, CCMD shall issue a written order to the successful tenderer to commence the work. The Contractor shall enter upon or commence any portion of work only with the written authority and instructions of The Project Engineer cum Estate Officer, CCMD. Without such instructions the Contractor shall have no claim to demand for measurements of or payment for, work done by him.

(b) Programme of work

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor. It shall be reckoned from the date of handing over the site to the Contractor not less than 75 percent of work site area comprising a continuous block. The work shall throughout the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be the essence of the contract on the part of the Contractor). To ensure good progress during the execution of the work, the contractor shall be bound (in all cases in which the time allowed for any work exceeds one month) to comply with the time schedule according to the programme of execution of the work as agreed upon and enclosed to the agreement.

(c) Review of progress and responsibility for delay etc.,

The Project Engineer cum Estate Officer, CCMD shall review the progress of all works with the contractor during the first fortnight of every month. Such a review shall take into account the programme fixed for the previous month, obligations on the part of the Contractor.

(d) Apportioning of responsibility for delay between Contractor and

Institute.

In case the progress achieved falls short by more than 25 percent of the cumulative programme, the reasons for such shortfall shall be examined and a record made thereof apportioning the responsibilities for the delay

between the contractor and the Institute. This record should be signed in full and dated both by The Project Engineer cum Estate Officer, CCMD and the Contractor.

(e) Shortfall in progress made up subsequently.

To the extent the shortfall is assessed, as due to the delay on the part of the contractor, a notice shall be issued to him by The Project Engineer cum Estate Officer, CCMD to make up the shortfall. If the shortfall is not made up before the progress of the work is reviewed during the second month succeeding the month in which the shortfall was observed, the Contractor shall be liable to pay penalty as indicated in Clause 2(h) below.

(f) Settlement of dispute regarding shortfall in progress.

In case of dispute between The Project Engineer cum Estate Officer, CCMD and Contractor regarding the responsibility for the shortfall in progress, the matter shall be referred to the Director, IISc., who shall thereupon give a decision within fifteen days from the date of receipt of reference. The decision of the Director shall be final and binding on the contractor and The Project Engineer cum Estate Officer, CCMD.

(g) Penalty for delay

In respect of the shortfall in progress, assessed as due to the delay on the part of contractor as per Clause 2(b) and 2 (c), the contractor shall be liable to pay as penalty an amount equal to one percent of the estimated value of the balance work assessed according to the programme, for every week that the due quantity of work remains incomplete; provided always that the total amount of penalty to be paid under the provisions of this clause shall not exceed 7 ½ percent of the estimated cost of the entire work as shown in the tender, provided further that in the event of the contractor making up the shortfall in progress within the stipulated or extended time of completion, the penalty so recovered may be refunded on an application in writing by the contractor.

Note: If The Project Engineer cum Estate Officer, CCMD considers it necessary he shall be entitled to take action as indicated in Clause 3 (d) also.

(h) Adjustment of excess/over payments.

Excess/over payments as soon as they are discovered should be adjusted in the next running account bill of the contractor and in case the final bill has already been paid, the excess/over payment made shall be recovered from the Security Deposit of the contractor together with interest at such percentages as Institute may decide from time to time, from the date of such excess or over payment to the date of recovery.

Clause 3. ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED

In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation and/or penalty amounting to the whole of his security deposit including the amount deducted in installment from his bills as Further Security Deposit, The Project Engineer cum Estate Officer, CCMD on behalf of the Director, IISc., shall have power to adopt any of the following courses as he may deem best suited in the interest of Institute.

(a) Forfeiture of Security Deposit

Without prejudice to Institute's right to recover any loss from the Contractor under sub-clauses (b) and (c) of Clause 3 of the Contract, to rescind the contract (of which rescission notice in writing to the contractor under the hand of The Project Engineer cum Estate Officer, CCMD shall be conclusive evidence). And in that case, the security deposit of the contractor including whole or part of the lump sum deposited by him and also the amount deducted from his bills as Further Security Deposit, shall stand forfeited and be absolutely at the disposal of the Institute.

(b) Debiting cost of labour and materials supplied.

To employ labour paid by the Institute and to supply materials to carry out the work or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (as to the correctness of which cost and price the certificate of the Project Engineer cum Estate Officer, CCMD shall be final and conclusive against the contractor) and crediting him with the value of the work done; in all respects in the same manner and at the same rates as if it had been carried out by the contractor under terms of this contract, and in that case the certificate of the Project Engineer cum Estate Officer, CCMD as to the value of the work done shall be final and conclusive against the contractor.

(c) Recovery of extra cost on unexecuted work

To measure up the work of the contractor and to take such part thereof as is remaining unexecuted out of his hands and to give it to another contractor to complete it in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (as to the amount of which excess expenses the certificate in writing of the Project Engineer cum Estate Officer, CCMD shall be final and conclusive) shall be borne and paid by the original contractor and shall be deducted from any money due to him by Institute under this contract.

(d) Action against unsatisfactory progress

If the contractor does not maintain the rate of progress as required under Clause 2 and if the progress of any particular portion of work is unsatisfactory even after taking action under Clause 2(c) and 2(d), the Project Engineer cum Estate Officer, CCMD shall be entitled to take action under Clause 3(b) or 3(c) at his discretion in order to maintain the rate of progress after giving the contractor 10 days' notice in writing whereupon the contractor will have no claim for any loss sustained by him owing to such actions.

(e) No compensation for loss sustained on advance action

In the event of any of the above courses being adopted by the Project Engineer cum Estate Officer, CCMD, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased, or procured any materials, entered into any agreements or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed by him under his contract, unless and until the Project Engineer cum Estate Officer, CCMD shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

Clause 4. CONTRACTOR TO REMAIN LIABLE TO PAY COMPENSATION IF ACTION IS NOT TAKEN UNDER CLAUSE-3.

(a) In any case in which any of the powers conferred upon the Project Engineer cum Estate Officer, CCMD by Clause 3 thereof shall have become exercisable and the same shall not have been 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 for which under any clause hereof he is declared liable to pay compensation or penalty amounting to the whole of his security deposit and the liability of the contractor for past and future compensation or penalty shall remain unaffected.

(b) Power to take possession of or require removal of or sell contractor's properties.

In the event of the Project Engineer cum Estate Officer, CCMD taking action under sub-clause (a) or (c) of Clause 3, he may, if he so desires, take possession of all or any tools, plant, materials and stores, in or upon works or the site thereof or belonging to the contractor, or procured by him 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 contract rates not being applicable, at current market rates, to be certified by the Project Engineer cum Estate Officer, CCMD whose certificate thereof shall be

final. In the alternative, the Project Engineer cum Estate Officer, CCMD may after giving notice in writing to the contractor or his clerk of the works, foreman or other authorized agent, require him 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 Project Engineer cum Estate Officer, CCMD may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respect, and the certificate of the Project Engineer cum Estate Officer, CCMD as to the expense of any such removal; and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause 5. GRANT OF EXTENSION OF TIME

- (a) If the contractor shall desire an extension of the time for completion of the work, on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Project Engineer cum Estate Officer, CCMD before the expiry of the period stipulated in the tender or before the expiry of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Project Engineer cum Estate Officer, CCMD or other competent authority may if in his opinion, there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of such competent authority in this matter shall be final.
- (b) The time limit for completion of the work shall be extended commensurate with its increase in cost occasioned by alterations or additions and the certificate of the Project Engineer cum Estate Officer, CCMD or other competent authority as to such proportion shall be conclusive.

Clause 6. ISSUE OF FINAL CERTIFICATE – CONDITIONS REGARDING

(a) On completion of the work the contractor shall report in writing to the Project Engineer cum Estate Officer, CCMD the completion of the work. Then he shall be furnished with a certificate by the Project Engineer cum Estate Officer, CCMD of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish, and shall have cleaned thoroughly all wood work, doors, windows, wall, floor or other parts of any building, in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the works shall have been measured by the Project Engineer cum Estate Officer, CCMD or other competent

authority, or where the measurements have been taken by his Engineer-in-charge until they have received the approval of the Project Engineer

cum Estate Officer, CCMD or other competent authority, the said measurements being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish, and cleaning on or before the date fixed for the completion of the work the Project Engineer cum Estate Officer, CCMD or other competent authority may, at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he think fit and clean off such dirt etc., as aforesaid and contractor shall be liable to pay the amount of all expenses incurred but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

(b) CLOSURE OF CONTRACT PENDING COMPLETION OF MINOR ITEMS.

In cases where it is not desirable to keep the building contract open for minor items, such as flooring in the bath rooms, etc., which can be carried out only after installation of sanitary work the main contract may be finalized after getting a supplementary agreement executed in the prescribed form by the same contractor for doing the residual work.

Clause 7. Contractor to submit bills monthly in printed form

- (a) A bill shall be submitted by the contractor on or before 15th of each month for all items of work executed in the previous month as required by IISc.
- (b) All bills shall be prepared in the prescribed printed or electronic form in PDF format in quadruplicate and handed over to the Engineer-in-charge in work/ the Project Engineer cum Estate Officer, charge of the CCMD's Office and acknowledgment obtained.
- (c) The charges to be made in the bills shall always been entered at the rates Specified in the tender in full or in part as the case may be, in work the case of any extra ordered in pursuance of these or conditions, and not mention provided in the tender, the charges in the bills shall be at the rates hereinafter provided for such work
- (d) Scrutiny of Bills and measurement of work

The details furnished by the Contractor in the bill should be completely scrutinized and the said work should be measured by the Engineer-in-charge in the presence of the Contractor or his duly authorized agent. The countersignature of the contractor or the said agent in the measurement book shall be sufficient proof to the correctness of the measurements, which shall be binding on the contractor in all respects. If the contractor does not submit the bills within the prescribed time, the Project Engineer cum Estate Officer, CCMD may depute within seven days of the prescribed date, an Engineer-in-charge to measure up the said work. The countersignature of the contractor shall be obtained in the Measurement Book concerned with reference to which the Institute may prepare the bill.

(e) Filing of objections to measurement by contractor

Before taking any measurement of any work as has been referred to in Clause 7(d) above the Project Engineer cum Estate Officer, CCMD or a Engineer-in-charge deputed by him shall give reasonable notice to the contractor. If the Contractor fails to attend at the measurements after such notice or fails to countersign or to the difference, within a week from the date of measurement in the manner required by the Project Engineer cum Estate Officer, CCMD, then in any such event, the measurements taken by the Project Engineer cum Estate Officer, CCMD or by the Engineer-in-charge deputed by him as the case may be, shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

(f) One copy of the passed bill shall be given to the Contractor without any charge.

Clause 8. PAYMENT PROPORTIONATE TO WORK
APPROVED AND PASSED.

- a) No payment shall be made for any work estimated to cost rupees five thousand or less until after the whole of the work shall have been completed and certificates of completion given. But in the case of works estimated to cost more than Rs. 5,000 the contractor shall on submitting the bill and after due verification by the Engineer-in-charge as per

Clause 7(d) entitled to necessary payment proportionate to the part of the work then approved and passed by The Project Engineer cum Estate Officer, CCMD or other competent authority whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor.

b) Payment at reduced rates

The rates for several items of works agreed to within shall be valid only when the items concerned are accepted as having been completed fully in accordance with the stipulated specifications. In cases where the items of work are not accepted as so completed, the Project Engineer cum Estate Officer, CCMD or other competent authority may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

c) Payment or intermediate certificates be regarded as advances:

All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work

actually done and completed, and shall not preclude the Project Engineer cum Estate Officer, CCMD or other competent authority from requiring any bad, unsound imperfect or unskillful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered.

As an admission for the due performance of the Contract or any part thereof in any respect or the accruing of any claim, nor shall it conclude determine or affect in any other way the powers of the Project Engineer cum Estate Officer, CCMD or other competent authority as to the final settlement and adjustment of the accounts, or otherwise or in any other way vary or affect the contract.

d) Submission of Final bill and its settlement

The contractor shall submit the final bill within one month of the date of actual completion of the work in all respects. His claims shall be settled (except those under dispute) within two months thereafter in respect of works costing up to Rs. 1 lakh and within five months thereafter in respect of works costing more than Rs. 2 lakhs.

e) Disputed items

Note: The contractor shall submit a list of the disputed items within 30 days from the disallowance thereof and if he fails to do this, his claim shall be deemed to have been fully waived and absolutely extinguished.

Clause 9. Definition of Work:

(a) The expression 'Work' or 'Works' where used in these conditions, shall unless there be something in the subject or context repugnant to such construction, be construed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

(b) Work to be executed in accordance with specifications, drawings, orders etc.

The contractor shall execute the whole and every part of the work in the most sound and substantial and workmanlike manner, and in strict accordance with the specifications both as regards materials and workmanship. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Project Engineer cum Estate Officer, CCMD or other competent authority and lodged in his office and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours. The contractor shall also be responsible for the delivery of structure in sound conditions and the execution of the work strictly in accordance with the specifications of the work.

- (c) Action where there is no specification

In the case of any class of work for which there is no such specification, then in such a case of the work shall be carried out in all respects in accordance with the instructions and requirements of the Project Engineer cum Estate Officer, CCMD or other competent authority.

- (d) Work as per Specifications and IS Codes.

The detailed specification, which forms a part of contract, accompanies the tender document. In carrying out the various items of work as described in Schedule B of the tender documents and the additional, substituted, altered items of work these detailed specification shall be strictly adhered to, supplemented by relevant provisions of the Indian standard specifications, the code of practice; etc., The Indian standard specification and the code of practice to be followed shall be the latest versions of those listed in the detailed technical specifications. Any class of work, not covered by the detailed technical specifications, shall be executed in accordance with the instructions and requirements of the engineer and the relevant provisions of the Indian standard specifications.

Clause 10. Alteration in quantity of work, specifications and designs, Additional work, deletion of work

- (a) The Project Engineer cum Estate Officer, CCMD shall have power to make any alternations in, omissions from additions to or substitutions for the original specification, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work. For that purpose or if for any other reason it shall in his opinion be desirable, he shall have power to order the Contractor to do and the contractor shall do any or all the following: -
- (b) Increase or decrease the quantity of any work included in the contract.
- (c) Omit any such work.
- (d) Change the character or quality or kind of any such work,
- (e) Change the levels, lines, positions, and dimensions of any part of the work,
- (f) Execute additional work of any kind necessary for the completion of the works and
- (g) change in any specified sequence, methods, or timing of construction of any part of the work.

10.a) Contractor bound by Project Engineer cum Estate Officer, CCMD's instructions

The Contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Project Engineer cum Estate Officer, CCMD or other competent authority and such alteration shall not in any way vitiate or invalidate the contract.

Orders for variations to be in writing

- (i) No such variations shall be made by the Contractor without an order in writing of the Project Engineer cum Estate Officer provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is the result of the quantities exceeding or being less than those stated in the 'Schedule B' provided also that if for any reason the Project Engineer cum Estate Officer, CCMD shall consider it desirable to give any such order verbally, the Contractor shall comply with such order without any confirmation in writing of such verbal order given by the Project Engineer cum Estate Officer, CCMD, whether before or after the carrying out of the order, shall be deemed to be an order in writing within the meaning of the clause; provided further that if the Contractor shall within seven days confirm in writing to the Project Engineer cum Estate Officer, CCMD and if such confirmation is not contradicted in writing within fourteen days by the Project Engineer cum Estate Officer, CCMD, it shall be deemed to be an order in writing by the Project Engineer cum Estate Officer, CCMD.
- (ii) Any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on same conditions in all respects on which he agreed to do the main work and same rates as are specified in the tender for the main work. However, change in the unit rates tendered and accepted shall be considered in respect of items under which the quantity of work performed exceeds tendered quantity by more than 25 percent and this actual change in rate will be restricted only to such excess quantity (i.e. beyond 125 percent of the tendered quantity).
- (b) Rates for additional, substituted, altered items of work

If the additional, substituted or altered work includes any class of work for which no rate is specified in the contract, then such work shall be carried out at the rates specified for or derived from similar item of work in the agreement. In the absence of similar items in agreement, rate shall be as specified for or derived from similar items in the schedule of rates of KPWD prevalent at the time of execution of such additional substituted or altered items of works, plus or minus the overall percentage of original tendered rates over the current schedule of rates of (KPWD) the year in which tender is accepted as mentioned in sub clause (b) above. With regard to the question whether the additional, substituted or altered item/items of work/works is / are similar or not, to that/those in the agreement / in the Schedule of Rates of KPWD and the decision of the Director shall be final and binding on the contractor.

- (c) Determination of rates for items not found in Estimate or Schedule of Rates

If the rates for additional, substituted or altered work cannot be determined in the manner specified in sub clauses (b) and (c) above, then the contractor shall within 7 days of the date of receipt by him of

the order to carry out the work, inform The Project Engineer cum Estate Officer, CCMD of the rates which it is his intention to charge for such class or work, supported by analysis of the rate or rates claimed. Thereupon the Project Engineer cum Estate Officer, CCMD shall determine the rate or rates on the basis of observed data and failing this, on the basis of prevailing market rates. Under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates for items falling under this clause. In the event of any dispute regarding the rates for such items the decision of the Director, IISC shall be final.

Clause 11. TIME LIMITS UNFORSEEN CLAIMS

Under no circumstances whatever shall the contractor be entitled to any compensation from Institute on any account unless the contractor shall have submitted claim in writing to the Project Engineer cum Estate Officer, CCMD or other competent authority

Clause 12. NO CLAIM TO ANY PAYMENT OR COMPENSATION FOR DELETION OF WHOLE OR PART OF WORK

- a) If at any time after the execution of the contract document, the Project Engineer cum Estate Officer, CCMD or other competent authority shall, for any reason whatsoever, require the whole or any part of the work as specified in the tender, to be stopped for any period or require the whole or part of the work (i) not to be carried out at all or (ii) not to be carried out by the tendered contractor, he shall give notice in writing of the fact to the contractor who will thereupon suspend or stop the work totally or partially as the case may be. In any such case, except as provided hereunder, the contractor shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, or on account of any loss that he may be put on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions, which may involve any curtailment of the work, as originally contemplated.
- (b) Payment for materials already purchased or ordered by contractor.

Where, however, materials have already been purchased or agreed to be purchased by the contractor before receipt by him the said notice the contractor shall be paid for such materials, at the rates determined by the Project Engineer cum Estate Officer, CCMD or other competent authority provided they are not in excess of requirements and are of approved quality, and/or shall be compensated for the loss, if any, that he may be put to, in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Project

Engineer cum Estate Officer, CCMD or other competent authority whose decision shall be final.

(c) Labour charges during stoppage of work

If the contractor suffers any loss on account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause, the contractor shall on application, be entitled to such compensation on account of labour charges as the Project Engineer cum Estate Officer, CCMD or other competent authority, whose decision shall be final, may consider reasonable. Provided that the contractor shall not be entitled to any compensation on account of labour charges if in the opinion of the Project Engineer cum Estate Officer, CCMD or other competent authority, the labour could have been employed in the same locality by the contractor for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

(d) Time limit for stoppage of work

The period of stoppage ordered by the Project Engineer cum Estate Officer, CCMD or other competent authority should not ordinarily exceed six months. Thereafter the portion of works stopped may be treated as deleted from this agreement if a notice in writing to that effect is given to the Project Engineer cum Estate Officer, CCMD or other competent authority by the contractor within seven days after the expiry of the above period.

(e) Execution of work deleted

The portion of work thus deleted may be got executed from the same contractor on supplemental agreement on mutually agreed rates, which shall not exceed current Schedule of Rates (KPWD) plus or minus tender percentage,

Clause 13. ACTION AND PENALTY IN CASE OF BAD WORK

If at any time before the security deposit is refunded to the contractor, it shall appear to the Project Engineer cum Estate Officer, CCMD or other competent authority that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Project Engineer cum Estate Officer, CCMD or other competent authority to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified on whole or in part as the case may require, or if, so required shall remove the materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Project Engineer cum Estate Officer, CCMD or the competent authority in the written intimation aforesaid, the contractor shall be liable to pay a penalty not exceeding one percent on the amount of the estimate for every day not exceeding ten days during which the failure, so continues and in the case of any such failure the Project Engineer cum Estate Officer, CCMD or other competent authority may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of, as the case may be at the risk and expense in all respects of the contractor should valid reasons consider that the Project Engineer cum Estate Officer, CCMD or other competent authority for any any such inferior work or materials as described above is to be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates he may fix thereof.

Clause 14. WORK TO BE OPEN TO INSPECTION - CONTRACTOR OR RESPONSIBLE AGENT TO BE PRESENT

- (a) All works under or in course of execution or executed in pursuance of the contract shall at all-time be open to the inspection and supervision of the Project Engineer cum Estate Officer, CCMD or other competent authority and his Engineer-in-charge, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Project Engineer cum Estate Officer, CCMD or other competent authority Engineer-in-charge to visit the work shall have been given to the contractor, either himself
- (b) be present to receive orders and instructions or have a responsible agent duly accredited in writing present for the purpose. Orders given to the contractor duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.
- (c) Employment of technical staff

The Contractor shall employ the following technical staff during execution of this work:

- (i) One Graduate Engineer when the cost of the work to be executed is 'Rs. 5 lakhs or more',
- (ii) One qualified Engineering Diploma Holder when the cost of work to be executed is more than Rs. 2 lakhs but less than Rs. 5 lakhs.
- (iii) In addition to (I) and (ii) above, the contractor shall employ different types of such technical personnel as may be required and sufficient for execution of work and directed by the Project Engineer cum Estate Officer, CCMD to ensure efficient execution of work.

The technical staff so employed, should be available at site whenever required by Engineer in-charge to take instructions.

- (c) If the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay a sum of Rs. 10000 (Rupees TEN thousand only) for each month of default in the case of Graduate Engineers and Rs. 5000 (Rupees Five thousand only) for each month of default in case of Diploma Holders.
- (d) If the Contractor himself possesses the required qualification and is available at the site for receiving instructions from the Project Engineer cum Estate Officer, CCMD and other competent authority vide sub-clause (a) above it will not be necessary for the technical staff to be available at site for receiving instructions.

Clause 15. NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP

The contractor shall give not less than five days' notice in writing to the Project Engineer cum Estate Officer, CCMD or his Engineer-in-charge in charge of the work before covering up or otherwise placing beyond the reach of the measurement any work in order that the same may be measured; and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement, and work without the consent in writing of the Project Engineer cum Estate Officer, CCMD or other competent authority or his Engineer-in-charge in charge of work; and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

Clause 16. CONTRACTOR LIABLE FOR DAMAGE DONE, AND FOR IMPERFECTIONS FOR TWELVE MONTHS AFTER CERTIFICATE OF COMPLETION

If the Contractor or his workmen or servants shall break, deface, injure or destroy any part of a building in which they may be working, or any building, road fence, enclosure or grassland or cultivated ground contiguous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within Twelve months of the grant of a certificate of completion, final or otherwise, by the Project Engineer cum Estate Officer, CCMD or other competent authority the contractor shall make good the same at his own expenses, or in default the Project Engineer cum Estate Officer, CCMD or other competent authority may cause the same to be made good by other workmen, and deduct the expenses (of which the certificate of the Project Engineer cum Estate Officer, CCMD or other competent authority shall be final) from any sums that may be due or may thereafter become due to the contractor, or from his Security Deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Clause 17. CONTRACTOR TO SUPPLY PLANT, LADDERS, SCAFFOLDINGS, ETC., AND LIABLE FOR DAMAGES ARISING FROM NON-PROVISION OF LIGHT, FENCING ETC

The contractor shall supply at his own cost all materials, plant, tools, appliance, implements, ladders, scaffolding, and temporary works required for the proper execution of the work whether in the original, altered or substituted form and whether included in the specification, or other documents forming part of the contract or referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Project Engineer cum Estate Officer, CCMD or other competent authority 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 in the measurement or examination at any time and from time to time of the work or the materials. Failing this, the same may be provided by the Project Engineer cum Estate Officer, CCMD or other competent authority at the expense of the contractor and expense may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expense of defense of every other legal proceedings, that maybe brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any suit, action or

proceedings to any person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

Clause 18. Measures for prevention of fire

The contractor shall not set fire to any standing jungle, trees, brushwood, or grass without a written permit from the Project Engineer cum Estate Officer, CCMD. When such permission is given, and in all cases when destroying cut or dug up trees, brushwood grass, etc., by fire the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

Clause 19. Liability of contractor for any damages done in or outside Work Area.

Compensation for all damages done by contractor or his men whether in or beyond the limits of Institute property including any damage caused by spreading of fire mentioned in Clause 18 shall be estimated by the Project Engineer cum Estate Officer, CCMD and the estimate of the Project Engineer cum Estate Officer, CCMD, subject to the decision of the Director, IISc on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as the damages in the manner prescribed in clause 1(c) or deducted by the Project Engineer cum Estate Officer, CCMD or other competent authority from any sums that may be due or become due from Institute to the contractor under this contract or otherwise.

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and shall pay any damages and cost that may be awarded by the court in consequence.

Clause 20. EMPLOYMENT OF FEMALE LABOUR

The employment of female labourers on works in the neighborhood of soldier barracks should be avoided as far as possible.

Clause 21. Work on Notified Holiday

No work shall be done on any notified holiday without the sanction in writing of the Project Engineer cum Estate Officer, CCMD or other competent authority

Clause 22. WORK NOT TO BE SUBLET

- (a) The contract shall not be assigned or sublet by the contractor, However, any specific portion of the work which is of a specialized nature and normally not executable by a general contractor could be got done by the specialized agencies which are executing such works, after obtaining the specific approval of the Project Engineer cum Estate Officer, CCMD in writing in each case. Such consent to sublet the work, if given, shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor or his agents, servants or workmate as fully as if they were the acts, defaults or neglects of the contractor, his agents, servants or workmen.
- (b) Consequences of subletting work without approval, becoming insolvent, bribing etc., by contractor and action against the contractor.

If the contractor shall assign or sublet his contract or any portion thereof without the specific approval of the Project Engineer cum Estate Officer, CCMD or attempts to do so or become insolvent or commence any proceedings to get himself adjudicated as insolvent or make any composition with his creditors or attempts so to do or if any bribe, gratuity, or indirectly be given, promised or offered by the contractor or any of his servants or agents to any officer or person in the employ of Institute in any way relating to his office or employment or if any such officer or person in the employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Project Engineer cum Estate Officer, CCMD or other competent authority may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Institute and the same consequences shall ensure as if the contract had been rescinded under Clause 3 here of and in addition, the contractor shall not be entitled to recover or be paid for any work actually performed under contract.

- (c) Recovery of excess payments based on excess measurements and action against contractor.

Whenever it is noticed that excess payments have been made to the contractor based on excess measurements recorded by the Engineer-in-charge in the measurement book and countersigned by the contractor or his duly authorized agent, action shall be taken to recover the excess payments together with interest immediately. Action may also be taken to remove the name of the contractor from the approved list of contractors and also to black-list him.

- (d) Criminal proceedings against IISc Officers and Contractor for the lapses.

Institute also reserve the right to initiate criminal proceedings against the concerned Institute Officers who are directly responsible for the lapse and the contractors who have colluded with the officers of the Institute in the lapse and fraudulently received amounts not due to them legitimately.

Clause 23. SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS.

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

Clause 24. SETTLEMENT OF DISPUTES - TIME LIMIT FOR DECISION

(a) If any dispute or difference of any kind whatsoever were to arise between the Project Engineer cum Estate Officer, CCMD and the contractor regarding the following matters namely,

- (i) The meaning of the specifications designs, drawing and instructions herein before mentioned,
- (ii) The quality of workmanship or materials used on the work and
- (iii) Any other question, claim right, matter, thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specification, estimates, instructions, or orders, or those conditions, or failure to execute the same whether arising during the progress of the work, or after the completion, termination or abandonment thereof, the dispute shall, in the first place, be referred to the Director, IISc. The Director, IISc shall within a period of fifteen days from the date of being requested by the Contractor to do so give written notice of its decision to the Contractor.

(b) Time limit for notice to approach Court of law by contractor

If the Director has given written notice of his decision to the contractor and no written notice to approach the law court has been communicated to him by the contractor within a period of ninety days from receipt of such notice, the said decision of Director shall be final and binding upon the contractor

(c) Time limit for notice to approach law court by contractor when decision is not given by Director, IISc as at (b).

If the Director fails to give notice of his decision within a period of ninety days from the receipt of the contractor's request in writing for settlement of any dispute or difference as aforesaid, the Contractor may within ninety days after the expiry of the first named period of ninety days approach the Law Courts at Bangalore giving due notice to the Director.

- (d) Contractor to execute and complete work pending settlement of dispute.

Whether the claim is referred to the Director or to the Law Courts, as the case may be, the contractor shall proceed to execute and complete the works with all due diligence pending settlement of the said dispute or differences.

- (g) Obligations of The Project Engineer cum Estate Officer, CCMD and contractor shall remain unsettled during considerations of dispute.

The reference of any dispute or difference to the Director or the Law Court may proceed notwithstanding that the works shall then be or be alleged to be complete, provided always that the obligations of the Project Engineer cum Estate Officer, CCMD and the contractor shall not be altered by reason of the said dispute or difference being referred to the Director or the Law Court during the progress of the works.

Clause 25. CONTRACTOR TO PAY COMPENSATION UNDER WORKMEN'S COMPENSATION ACT.

- (a) The contractor shall be responsible for and shall pay any compensation to his own workmen payable under the relevant Workmen's Compensation Act for injuries caused to the workmen. If Institute pays such compensation on behalf of the contractor it shall be recoverable by Institute from the contractor under as per relevant clauses.
- (b) Contractor to pay expenses of providing medical aid to workmen.

The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workman who may suffer a bodily injury as a result of an accident. If Institute incurs such expenses, the same shall be recoverable from the contractor forthwith and be deducted without prejudice to any other remedy of Institute, from any amount due or that may become due to the contractor.

Clause 26. CONTRACTOR TO PROVIDE PERSONAL SAFETY EQUIPMENT FIRST AID APPARATUS, TREATMENT Etc

The contractor shall provide all necessary personal safety equipment and first aid apparatus for the use of the persons employed on the site and shall maintain the same in good condition suitable for immediate use, at any time and shall comply with the following regulations in connection therewith: -

- (i) The worker will be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
- (ii) When work is carried on in proximity to any place where there is a risk of drowning; all necessary steps shall be taken for the prompt rescue of any person in danger.
- (iii) Adequate provision shall be made for prompt first - aid treatment of all injuries likely to be sustained during the course of the work.

Clause 27. Minimum age of persons employed by contractor

- (a): No contractor shall employ any person
 - (i) who is under age of 18 years.
 - (ii) Who does not produce a valid certificate of vaccination against smallpox in respect of himself/ herself as well as all the members of his/her family.
- (b) The contractor shall provide potable water facilities to the workers. Similar amenities shall be provided to the workers engaged on large works in urban area.
- (c) Removal of persons not satisfying conditions (a) (i) & (ii)

The Project Engineer cum Estate Officer, CCMD or other authority is authorized to direct the removal or to remove through - his own agency, from the work any person referred to in sub-clauses (a) above not satisfying these conditions and no responsibility shall be accepted by the Institute for any delay caused in the completion of the work by such directions for removal.

- (d) Payment of fair and reasonable wages by contractor.

The contractor shall pay fair and reasonable wages, which shall not be less than the minimum wages fixed by Govt. of Karnataka from time to time to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between the contractor, and his workmen on the ground that the wages paid are not fair and reasonable the dispute shall be referred without delay to The Project Engineer cum Estate Officer, CCMD or other competent authority, who shall decide the same. The decision shall not in any way affect the conditions in the contract regarding the payment to be made by Institute at the agreed tender rates.

Clause 28. METHOD OF PAYMENT OF BILLS

Payment to contractors shall be made by cheques drawn by the Institute

Clause 29. SET OFF AGAINST ANY CLAIM OF INSTITUTE

Any sum of money due and payable to the contractor (including the security deposit refundable to him) under this contract may be appropriated by the Institute and set off against any claim of Institute in respect of a payment of a sum of money arising out of or under any other contract made by the contract with the Institute.

Clause 30. RATES INCLUSIVE OF ALL TAXES.

- (a) The rates to be quoted by the contractor shall be inclusive of all taxes like GST etc., No extra payment on this account will be made to the contractor.

- (b) All quarry fees, octroi dues levied by the state or any local body or authority and ground rent, if any, charged by the Project Engineer
- (c) cum Estate Officer, CCMD for stacking materials should be paid by the contractor.

Clause 31. Refund of Security Deposit (EMD & FSD):

The Security Deposit lodged/paid by a Contractor shall be refunded to him after the final bill is paid or after TWELVE months from the date of completion of the work, during which period the work should be maintained by the Contractor in good order, whichever is later.

Clause 32. PENALTY FOR DELAY

- (a) Written Order to Commence Work

After acceptance of the tender, The Project Engineer cum Estate Officer, CCMD shall issue a written order to the successful tenderer to commence the work. The Contractor shall enter upon or commence any portion of work only with the written authority and instructions of The Project Engineer cum Estate Officer, CCMD. Without such instructions the Contractor shall have no claim to demand for measurements of or payment for, work

- (b) Programme of work

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor. It shall be reckoned from the date of handing over the site to the Contractor not less than 75 percent of work site area comprising a continuous block. The work shall throughout the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be the essence of the contract on the part of the Contractor). To ensure good progress during the execution of the work, the contractor shall be bound (in all cases in which the time allowed for any work exceeds one month) to comply with the time schedule according to the programme of execution of the work as agreed upon and enclosed to the agreement.

- (c) Review of progress and responsibility for delay etc.,

The Project Engineer cum Estate Officer, CCMD shall review the progress of all works with the contractor during the first fortnight of every month. Such a review shall take into account the programme fixed for the previous month, obligations on the part of the Contractor.

- (d) Apportioning of responsibility for delay between Contractor and Institute.

In case the progress achieved falls short by more than 25 percent of the cumulative programme, the reasons for such shortfall shall be examined

and a record made thereof apportioning the responsibilities for the delay between the contractor and the Institute. This record should be signed in full and dated both by The Project Engineer cum Estate Officer, CCMD and the Contractor.

Clause 33 BAR CHART / PERT CHART:

BAR chart /PERT chart shall be produced during agreement by the contractor . work According to the bar chart is to be executed otherwise penalty will be levied for the delay of work

BOQ

SL.NO	ASPHALTING WORK	QNTY	Unit
1	Earthwork excavation by manual means in hard soil involving an average horizontal throw upto 2 meters and an average lift upto 0.5 m, excavated surface levelled and sides neatly dressed, the disposed earth to be levelled neatly after breaking of clods including cost of all materials, labour, HOM of machineries complete with all lead and lift, loading and unloading, and all other incidental charges etc., complete as per the specifications and directions of the Engineer-in-charge.	500.00	Cum
2	Wet Mix Macadam KSRRB M400-17. Providing, laying, spreading and compacting crushed stone aggregates of granite / trap / basalt to wet mix macadam specifications including pre mixing the material with water at OMC in mechanical mix plant carriage of mixed method of tipper to site, laying in uniform layers with paver in sub-base/base course on well prepared surface and compacting with vibratory roller to achieve the desired density complete as per specifications including cost of all materials, labour, HOM of machineries complete with all lead and lift, loading and unloading, transportation, and all other incidental charges etc., complete as per the specifications and directions of the Engineer-in-charge.	550.00	Cum
3	Cleaning the existing black topped surface with brooms, soft brushes and finally dusting with old gunny bags and / or compressed air to receive bituminous treatment including cost of all materials, labour, HOM of machineries complete as per specifications with all lead and lift, loading and unloading, transportation, and all other incidental charges etc., complete as per the specifications and directions of the Engineer-in-charge. MORTH specification clause 501	68000.00	Sqm
4	Providing and applying tack coat using 80/100 grade bitumen(VG10) on the prepared black topped surfaces at 2.5 kg per 10 sqm, heating bitumen in boiler fitted with spray set (excluding cleaning of road surface) including cost of all materials, labour, HOM of machineries complete with all lead and lift, loading and unloading, transportation, and all other incidental charges etc., complete as per the specifications and directions of the Engineer-in-charge. MORTH/Chapter 5	28055.00	Sqm

5	<p>Providing and laying dense graded bituminous macadam using crushed aggregates of specified grading, premixed with VG30 grade bituminous binder and, transporting the hot mix to work site, laying to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MORTH table 500-10 complete in all respects complete as per specifications.. MORTH Specification No. 507 - using 40/60 TPH capacity H.M.P. with Mechanical paver Gr-II (50 mm to 75 mm) with 4.5 % VG-30 Bitumen including cost of all materials, labour, HOM of machineries complete with all lead and lift, loading and unloading, transportation, and all other incidental charges etc., complete as per the specifications and directions of the Engineer-in-charge.</p> <p>MORTH Chapter 5</p>	1405.00	Cum
6	<p>Providing and applying tack coat using 80/100 grade bitumen(VG10) in boiler fitted with spray set distributor at the rate of 0.20 kg per sqm on the existing prepared bituminous surface (primed surface) cleaned with mchancial broom. complete as per specifications. including cost of all materials, labour, HOM of machineries complete with all lead and lift, loading and unloading, transportation, and all other incidental charges etc., complete as per the specifications and directions of the Engineer-in-charge. - Clause 503 of MORTH V revision</p>	68000.00	Sqm
7	<p>Providing and laying bituminous concrete 40 mm thick with hot mix plant, using crushed aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site, laying with a paver finisher to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MORTH specification clause No. 500.9 complete in all respects complete as per specifications. MORTH Specification No. 509 - using 40/60 TPH capacity H.M.P. with Mechanical Paver Gr-II (30 mm to 40 mm) with 5.4 % VG-30 Bitumen including cost of all materials, labour, HOM of machineries complete with all lead and lift, loading and unloading, transportation, and all other incidental charges etc., complete as per the specifications and directions of the Engineer-in-charge.</p>	2035.00	Cum

<p style="text-align: center;">8</p>	<p>Road Marking with Hot Applied Thermoplastic Compound with Reflectrising Glass Beads on Bituminous Surface:- Providing and laying of hot applied thermoplastic compound 2.5 mm thick including reflectorising glass beads at 250 gms per sqm area, thickness of 2.5 mm is exclusive of surface applied glass beads as per IRC:35. The finished surface to be level, uniform and free from streaks and holes complete as per specifications including cost of all materials, labour, HOM of machineries complete with all lead and lift, loading and unloading, transportation, and all other incidental charges etc., complete as per the specifications and directions of the Engineer-in-charge.MORTH Specification No. 803</p>	<p style="text-align: center;">3166.03</p>	<p style="text-align: center;">Sqm</p>
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