



NIRM OFFICE BUILDING, GSI CAMPUS, BANGALORE

Item Rate Tender & Contract for Works

GENERAL CONDITIONS OF CONTRACT

Definitions:

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between **NATIONAL INSTITUTE OF ROCK MECHANICS (NIRM)** and the Contractor, together with the documents referred to therein including these conditions, the specifications and instructions issued from time to time by NIRM and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

2. In the contract, the following expressions shall unless the context otherwise required have the meanings, hereby respectively assigned to them.

i) The expression “works” or “work” shall unless there is something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

ii) The “Site” shall mean the land / or other places on, into or through which work is to be executed under the contract, or any adjacent land, path or street which work is to be executed under the contract or any adjacent land, path or street through which may be allotted or used for the purpose of carrying out the contract.

iii) The “Contractor” shall mean the individual or firm or company, whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignee of such individual or firm or firms or company.

iv) NIRM means Director, NIRM Bangalore and his nominated officers.

v) The “NIRM”/ Project Manager means the Officer or the appropriate competent authority declared by NIRM and who shall supervise and be in charge of the work.

vi) Accepted Risk means risks due to riots (other than those on account of Contractor’s employees), war (whether declared or not), invasion, act of foreign enemies, hostilities, Civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the Contractor has no control and accepted as such by NIRM.

vii) Market Rate shall be the rate as decided by NIRM on the basis of the cost of materials and labour at the site where the work is to be executed plus, all overheads and profits.



viii) Tendered Value/amount means the value of the entire work as stipulated in the letter of award.

WORKS TO BE CARRIED OUT

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The description given in the schedule of quantities shall, unless otherwise stated, be held to include wastage hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the works as aforesaid in accordance with good practice and recognized principles.

SUFFICIENCY OF TENDER

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

DISCREPANCIES AND ADJUSTMENT OF ERRORS

The several documents forming the contract are to be taken as mutually explanatory of one another:

In the case of discrepancy between the Bill of Quantities (BOQ), the specifications, the following order of preference shall be observed.

1. Description of Bill of Quantities.
2. Particulars Specification and Special Condition, if any

If there are varying or conflicting provisions made in any one of document forming part of the contract, the Accepting Authority (NIRM) shall be the deciding authority with regard to the intention of the document and the decision of NIRM shall be final and binding on the Contractor.

Any error in description, quantity or rate in Bill of Quantities or any omission there-from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to the specifications or from any of this obligations under the contract.



CLAUSES OF CONTRACT

CLAUSE 1: SECURITY DEPOSIT (SD)

NIRM shall deduct at the time of making any payment to the Contractor for work done under the contract a sum at the rate of 10% of the gross amount of each running bill as security deposit till the sum along with the sum already deposited as earnest money, will amount to 10% of the tendered value of the work. No interest shall be paid on SD /EMD. The same shall be returned after completion of Defect Liability Period (DLP) of 12 months All ***dues must be cleared by Contractor and No-claim certificate has to be provided by the Contractor before releasing final (Security Deposit) SD.***

CLAUSE 2: COMPENSATION FOR DELAY

The time allowed for carrying out the work as entered in the Work Order (WO) shall be strictly observed by the Contractor, shall be reckoned within Ten days of issue of the WO. The work shall be throughout the stipulated period of the Contract be proceeded with all due diligence and the Contractor shall pay as compensation an amount equal to **1.5% per week** subject to a maximum of 10% of the value of the total cost of WO or such amount as NIRM (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work as shown in the tender for every day that the work remains un-commenced or unfinished, after the proper dates.

CLAUSE 3: EXTENSION OF TIME

If the Contractor shall desire an extension of time for the completion of the work on the grounds of the work having been unavoidably hindered in its execution or any other ground, he shall apply in writing to NIRM within 15 days of the date of the hindrance on account of which he desires such extensions as aforesaid and the decision of NIRM shall be final, on the basis of reasonable grounds shown, thereafter authorize such extensions of time, if any, as may be necessary or proper.

CLAUSE 4: CONTRACTOR TO HANDOVER THE SITE CLEAN

Within ten days of the completion of the work, the Contractor shall give a notice of such completion to NIRM and within ten days of the receipt of such notice NIRM shall inspect the work and if there is no defect in the work, the contractor shall furnish the completion certificate and NIRM shall certify it. In case of any defects/damages or work to be rectified by the Contractor payment shall be made as decided by NIRM.

The Contractor shall remove from the premises all scaffolding surplus material and rubbish and all huts and sanitary arrangements required for this of their work people on the site in connection with the execution of the works as shall have been erected or constructed by the Contractor and cleaned off the dirt from all wood works, doors, windows, walls, floors or which other parts of any building in upon or about the work is to be executed or any of which he may have had possession for the purpose of the execution thereof and not until the work shall have been measured by NIRM.

CLAUSE 5: SITE CLEANING

During the execution of work and after completion, the site has to be rendered clean with deep cleaning. In case the Contractor fails to comply with requirement of this clause, NIRM shall have



right to get this work done either Departmentally or through another agency at the cost of the Contractor.

If the Contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the handover of the work-site, NIRM may at the expense of the Contractor remove such scaffolding, surplus materials and rubbish etc., and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the Contractor shall forthwith pay the amount of all expenses so incurred and 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.

PAYMENT SCHEDULE

CLAUSE 6: PAYMENT TERMS

Bills shall be submitted by the Contractor for all works executed AND COMPLETED in the previous month along with the measurements by NIRM, having the same verified and the claim, as far as admissible, as per the terms of NIRM. If the Running Account Bills (MONTHLY BILL) submitted by the Contractors are in order, 90% of the value of such bill after recoveries (SD, statutory deductions etc.), shall be paid by NIRM, and the balance will be paid based on overall certification. All the above are subject to the bills being submitted by Contractors in appropriate form and accuracy.

The final bill shall be submitted by the Contractor within 15 days from the date of the certificate of completion furnished by client and certified by NIRM and payment shall be made within 45 days.

CLAUSE 7: TAXES AND STATUTORY LEVIES PAYABLE BY CONTRACTOR

Statutory levies or any other tax on materials in respect of this contract shall be payable by Contractor and NIRM shall not entertain any claim what-so-ever in this respect.

MATERIALS SUPPLIED BY THE CONTRACTOR

CLAUSE 8: MATERIALS TO BE APPROVED

8.1 All materials shall be in accordance with the specification in the tender documents and shall be got approved by NIRM well in time before use in the works. Where materials are specified to comply with IS, the Contractor shall if required furnish the manufacturer's certificate that the materials satisfy the requirements of IS. Approved samples duly authenticated and sealed shall be kept in the custody of NIRM till the completion of work. All materials shall be brand new and as per the approved samples.

8.2 Standard Mark of BIS for materials: Materials specified wherever used on work shall bear IS Mark invariably. For other materials also wherever brands with IS marks are available the same shall be used. The Contractor shall ascertain the source where materials with IS mark is available and procure the same. Documentary proof for procurement of all materials conforming to above shall be submitted by Contractor to NIRM as and when brought to site of works. Materials



procured shall bear IS mark and those for which IS mark is not available shall be checked, verified and certified before acceptance.

8.3 NIRM may insist testing of samples of materials even with BIS/IS mark. Materials supplied by the Contractor will be checked and verified for the quality and specification by NIRM /Representative.

8.4 Materials procured by Contractors from the approved source are also to be subjected to mandatory tests. Material not meeting the specification requirements shall not be permitted to be used in the work irrespective of source of procurement and no claim whatsoever shall be considered on this behalf.

8.5 Materials stored at site shall be properly protected against deterioration due to atmospheric effects or from any other harmful cause, fire hazard etc. The Contractors shall also ensure security of materials stored at the site and their safety etc. The rate quoted by Contractor shall include the expenditure towards the above

8.6. Samples of materials, fittings etc shall be submitted by the Contractor for approval of NIRM before bulk supplies are brought on the site of works. Materials rejected by NIRM shall be removed forthwith by the Contractor off the premises at his own cost.

8.7 Samples whether submitted to govern bulk supplies or required for testing before use, suitable packages to contain them shall be provided free of charge by the Contractor.

8.8 When Contractor fails to remove the materials, NIRM shall have full powers to ensure the removal from the premises of all materials which are not in accordance with the specifications and in case of default, NIRM shall be at liberty to employ other means to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. NIRM shall also have full powers to ensure other proper materials to be substituted thereof and in case of default, NIRM may cause the same to be supplied and all costs which may occur to attend such supply/removal and substitution are to be borne by the Contractor.

CLAUSE 9: DISMANTLED MATERIALS ARE NIRM PROPERTY

The Contractor shall treat all materials obtained during the dismantling of a structure, or excavation of the site for a work etc., as property of NIRM and such materials shall be disposed off to the best advantage of NIRM according to the instruction in writing issued by NIRM.

WORK EXECUTION

CLAUSE 10: DIRECTION/APPROVAL OF NIRM

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



CLAUSE 11: WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, ORDERS, GUIDELINES

The Contractor shall execute the whole and every part of the work in the most substantial and workman-like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications in the tender document. The Contractor shall also conform exactly fully and faithfully to the specifications and instructions in writing in respect of the work assigned by NIRM.

- a. The work in general shall conform to specification in tender document and if not covered there in then as per latest CPWD Specifications with upto date correction slips and also relevant IS codes, stated or unstated in this tender.
- b. In case of any work for which there is no specification, the CPWD or IS specifications or in the specifications forming part of tender documents or in case there is any variation, such work shall be carried out in all respects in accordance with the instructions to be issued by NIRM.

CLAUSE 12: ADDITIONS / ALTERATIONS / SUBSTITUTIONS IN SPECIFICATIONS: EXCEPTIONAL CIRCUMSTANCES

If due to exceptional requirements the work requires additional, alternation, substitutions, NIRM shall have power to make any alterations in, omissions from, additions to, or substitutions for, the original specifications, and instructions that may appear to him to be necessary or advisable during the progress of the works. The Contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by NIRM, and such alterations, omissions, additions, or substitutions shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above as part of the work, shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work.

The time for the completion of the works shall be extended, in the event of any deviations resulting in new identification of materials, additional works, additional cost over the tendered value sum being ordered, if requested by Contractor and found reasonable.

IF the rates for the additional, altered or substituted items of work are specified in the contract the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work, if not specified rates will be arrived based on prevailing market rate, OR as per reference from CPWD/Govt approved rates, supported by analysis of rate or rate claimed.

IF none of the above materialises in full satisfaction of the tendered work, NIRM by notice in writing will be at full liberty to cancel the addition/alternation order to carry out such class of work and arrange to carry it out in such manner, as NIRM may consider suitable/advisable. But under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.

The provisions of the preceding paragraph shall also apply to the decrease in the rates of items taking into consideration any measurement record.



ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORKS

CLAUSE 13

If it shall appear to the NIRM that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the Contractor shall, on demand from NIRM specifying the work, materials or articles complaint of notwithstanding that the same have been passed, certified and paid for, forthwith rectify or remove and reconstruct the works so specified in whole or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost.

In the event of his failing to do so within a period to be specified by NIRM in his demand aforesaid, then the Contractor shall be liable to pay compensation at the rate of 10% on the estimated amount of such work (put to tender). If while his failure to do so shall continue and in the case of any such failure NIRM shall take necessary steps to rectify or remove and re-execute the work or remove and replace with other materials or articles complained of as the case may be at the risk and expense in all respects of the Contractors.

CONTRACTOR LIABLE FOR DAMAGES DEFECTS

CLAUSE 14

If the Contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any buildings road, road kerbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months after a provisional handover certificate or otherwise of its completion shall have been given by NIRM as aforesaid arising out of defective or improper materials or workmanship, the Contractor shall after receipt of a notice in writing on that behalf make the same good at his own expense. The Security Deposit of the Contractor shall neither be refunded before the expiry of defect liability period nor till such defects are rectified.

NIRM shall give notice to the Contractor of any defects before the end of the Defect Liability Period (DLP), which begins on the date of completion. The DLP shall stand automatically extended for as long as defects remain to be rectified. Every time notice of defect is given, the Contractor shall correct the notified defects within the period specified by NIRM.

CONTRACTOR TO SUPPLY TOOLS AND PLANTS ETC.

CLAUSE 15

The Contractor shall supply, provide at his own cost all materials, plant, tools, appliance, implements, ladders, cartage, tackle, scaffolding and temporary works required for the proper



execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of NIRM as to any matters as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and from the work. The Contractor shall also supply without charge the requisite number of persons with means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement for examination at any time and from time to time of the work or materials failing his so doing, the same may be provided by NIRM at the expenses of the Contractor and the expenses may be deducted from any money due to the Contractor under this contract and/or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

CLAUSE 16: RECOVERY OF COMPENSATION PAID TO WORKMEN

ENSURING PAYMENT AND AMENITIES TO WORKERS BY CONTRACTOR. IF CONTRACTOR FAILS AUTHORITY OF NIRM TO PROVIDE THE SAME AT CONTRACTORS COST

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

CLAUSE 17

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



CLAUSE 18: LABOUR

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

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

CLAUSE 19: FAIR WAGE CLAUSE

Fair labour usage and fair wage is completely the responsibility of the Contractor, and the rules/norms/guidelines of the Government of India should be followed during the work execution.

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

CLAUSE 20: PAYMENT OF WAGES

a. The Contractor shall pay to labour employed by him either directly or through Sub Contractors, wages not less than fair wages as defined in the provision of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 wherever applicable.

b. The Contractor shall, notwithstanding the provisions of any Contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his Sub-Contractors in connection with the said work, as if the labour had been immediately employed by him.

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

d. NIRM shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.



e. The Contractor shall comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act, 1948, Employee Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961 and the Contractor's Labour (Regulation and Abolition) Act, 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The Contractor shall indemnify NIRM/Government against payments to be made under and for the observance of the Laws aforesaid and contract Labour Regulation without prejudice to his right to claim indemnity from his sub-Contractors.

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

CLAUSE 21

In respect of labour directly or indirectly employed in the work for the performance of the Contractor's part of this agreement, the Contractor shall at his own expense arrange for the safety provision as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith.

In case the Contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay penalty of Rs. 500/- for each default and NIRM shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred on that behalf from the Contractor.

CLAUSE 22

The Contractor shall submit by the 4th and 19th of every month, to NIRM a true statement showing the following in respect of the second half of the preceding month and the first half of the current month respectively:

1. the number of labours employed by him on the work
2. their working hours
3. The wages paid to them.
4. the accidents that occurred during the said fortnight showing the circumstances under which they happened, and the extent of damage and injury caused by them and

The decision of NIRM shall be final in deducting from any bill due to the Contractor the amount levied as fine.

CLAUSE 23 : HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

In respect of all labour directly or indirectly employed in the works for the performance of the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Contractor. Facility/arrangement is the responsibility of the Contractor.

CLAUSE 24

NIRM may ask the Contractor to dismiss or remove from the site of the work, any person or persons in the Contractor's employ upon the work who may be incompetent or misconduct himself and the Contractor shall forthwith comply with such requirement.



CLAUSE 25

It shall be the responsibility of the Contractor to see that the building under renovation/repair is not occupied by anybody unauthorisedly during work progress and to hand over to NIRM vacant possession of complete building.

CLAUSE 26 : WORK NOT TO BE SUBLET, CONTRACT MAY BE RESCINDED AND SECURITY DEPOSIT FORFEITED FOR SUBLETING, BRIBING OR IF CONTRACTOR BECOMES INSOLVENT

The Contract shall not be assigned or sublet without the written approval of the NIRM and if the Contractor assigns or sublets his contract or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratis, gift, loan, perquisite reward or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employment of NIRM/Government, or if any such officer or person shall become in any way directly or indirectly interested in the contract, NIRM may thereupon shall have power to do the best that deem suited in the interest of NIRM.

CLAUSE 27 : COMPENSATION

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

CLAUSE 28 : CHANGE IN FIRM'S CONSTITUTION TO BE INTIMATED

Where the Contractor is a partnership firm, the previous approval in the writing of NIRM shall be obtained before any change is made in constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained, the contract shall be deemed null and void.

CLAUSE 29 : SETTLEMENT OF DISPUTES-TIME LIMIT FOR DECISION

a. If any dispute or differences of any kind whatsoever were to arise between NIRM and the Contractor regarding the following matters namely.

- (i) The meaning of the specifications, and instructions herein before mentioned.
- (ii) The quality of workmanship or materials used on the work and
- (iii) Any other question, claim, right, matters, thing whatsoever in any way arising out of or relating to the contract or those conditions or failure to execute the same whether arising during the progress of the work after the completion, termination or abandonment thereof, the dispute shall, in the first place be referred to NIRM who has Jurisdiction over the work specified in the contract with the details of claims, justification for rates, cash vouchers and other relevant particulars. NIRM shall within a period of 60 days from the date of being requested by the Contractor to do so or from the date of furnishing of required particulars



whichever is later shall give written notice of his decision to the Contractor.

(iv) If NIRM fails to give notice of his decision within a period of 60 days from the date of receipt of the Contractor's request in writing for settlement of dispute or difference as aforesaid OR relevant particulars from the Contractor in support of his claims, whichever is later, subject to other forms of settlement hereinafter provided the Director NIRM decision in respect of every dispute or difference so referred shall be final and binding upon the Contractor. The said decision shall forthwith be given effect to and Contractor shall proceed with the execution of the work with all due diligence.

b) Remedy

1. When the Director, NIRM decision is not acceptable to Contractor or
2. The Director NIRM fails to give decision within 60 days

In case the decision of The Director NIRM is not acceptable to the Contractor or The Director NIRM fails to give decision within 60 days specified above, the Contractor may approach the Law court at Bangalore for settlement of dispute after giving due written notice in this regard to The Director, NIRM Contractor to execute and complete work pending settlement of dispute.

c) Whether the claim is referred to The Director, NIRM 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.

The reference of any dispute or dispute(s) or difference(s) to The Director NIRM or the Law Court may proceed notwithstanding that the work shall then be or alleged to be complete provided always that the obligations of NIRM and the Contractor shall not be altered by reason of the said dispute or difference being referred to The Director NIRM or the Law Court during the progress of the works.

CLAUSE 30 : TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

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

CLAUSE 31 : CONDITIONS RELATING TO SUPPLY/USE OF WATER

The Contractor should make his arrangement for supply of water required for works and drinking purpose and nothing extra will paid for the same.

Finally, In addition to the above general terms and conditions, commercial terms and conditions as in the tender and other terms, conditions in the work order will also be binding on the bidders/Contractors.



ADDITIONAL CONDITIONS

INCONVENIENCE TO DEPARTMENTS ACTIVITIES

BARRICADING THE SITE

1. The Contractor shall not deposit materials at any site which will cause inconvenience to any of NIRM activities. Contractor shall remove any materials which are dangerous or harmful, and cause severe inconvenience to the activities of NIRM or cause them to be removed at his cost.

2. The entire Campus *is in very clean, dust free, noise free, environment. The Contractor* must ensure with all means that the ambience is not disturbed. Creation of dust, noise, vibration of the ground etc., should be totally avoided. In case building operations are likely to generate the above, care must be taken to barricade the area around to avoid propagation of these elements/ disturbances to adjoining facilities.

Contractors must provide a sturdy well designed barricade of required height from ground level. The design, height of the barricade must be got approved by NIRM.

EVIDENCE OF EXPERIENCE

3. Tenderer shall present satisfactory evidence to NIRM along with the tender papers that they have been regularly engaged in constructing such work as they propose to execute and that they are fully prepared with necessary capital, machinery, materials, to begin the work promptly and to conduct it as required by the detailed specifications for the particular work tendered for and to ensure to adhere to the time schedule specified.

LEGAL ADDRESS/ NOTICES

4. Tenderers should give in their tender, their place of residence and postal address. The delivery at the above-named place or sending through registered post with acknowledgment of any notice, letter or any other communication.

5. The standard sectional weights to be considered for conversion of length of various sizes of MS bars and TOR steel bars into weight are as under.

Size (dia) in (mm)	Wt. in kg/m	Size (dia) in (mm)	Wt. in kg/
6	0.222	25	3.855
8	0.395	28	4.836
10	0.617	32	6.316
12	0.888	36	7.994
16	1.579	40	9.869
18	1.999	45	12.490
20	2.467	50	15.424

Issue of steel of diameter above 10mm will be regulated on sectional weight basis, weight being calculated with the help of the above tables. However, for bars M.S, TOR steel upto and including 10mm the following procedure shall be adopted. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The actual weight of steel



issued shall be modified to take into account the variations between the actual and the standard coefficients given above and the Contractors account will be debited by the cost of the modified quantity only. The discretion of NIRM shall be final for the procedure to be allowed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot for this purpose.



SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

The following special conditions of contract shall be read in conjunction with general conditions of contract and additional conditions of Contract enclosed before. The following clauses shall be considered as an extension and not in limitation of the obligations of the Contractor. In case of discrepancy between these special conditions of contract and the General and additional conditions of contract (**preceding**) the stringent of the conditions shall take precedence.

2. LOCATION AND SCOPE

The work contemplated under this contract is situated at **THE NATIONAL INSTITUTE OF ROCK MECHANICS (NIRM)** Eshwar nagar, Outer Ring Road, Banashankari, Bangalore. The tenderer is advised to visit the site of work with the prior permission of Director / NIRM in order to acquaint him with all the connected information for the proper execution of the work. The work covered under this tender has been detailed under the schedule of quantities. The work to be done under those specifications consist of furnishing all labour, materials, tools, equipment and services and performing all work (except work, equipment - and materials specified to be performed or furnished by NIRM) required to execute the work specified in the tender, and all other work required to satisfactorily complete construction in strict accordance with the specifications enclosed. It is intended that the specifications include everything required and necessary to finish the entire work properly. Notwithstanding the fact that every item necessarily involved may not be specifically mentioned, all work when finished shall be delivered in a complete and undamaged state.

3. SITE INVESTIGATION AND REPRESENTATION

The Contractor shall satisfy himself as to the nature and location of the work, the general and local conditions particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labour, water, electric power, roads and uncertainties of weather or similar physical conditions of the site, the configuration and conditions of the grounds, the character, quality and quantity of surface and sub-surface materials to be encountered, including the sub soil water levels, the character of equipment facilities needed preliminary to and during the progress of the work and all other matters which can, in any way, affect the work or the cost thereof under this contract. Tenderers must satisfy themselves by personal examination of the site of the proposed work by examination of plans and specifications and by other means as they prefer as to the accuracy and sufficiency of the statement of quantities and all conditions affecting the work and shall not any time after submission of their tender, dispute or complain such statement of quantities NOR assert that there was any misunderstanding in regard to the nature or amount of the work to be done NOR in consequent apply for extension of time for completion beyond the agreement date for successful performance of the work as per Departmental requirement.

4. MARKING AND BASE LINES AND LEVELS

The Contractor shall layout his work from base lines and grades established by NIRM, and shall be responsible for all measurements in connection therewith. The Contractor shall, at his own expense furnish all stakes, templates, platforms, equipment, ranges and labour that may be



required in setting and laying out any part of the work. The Contractor shall be held responsible for the proper execution of the work to such lines and grades as may be established or indicated in the specifications. The Contractor shall check the bench existing at the site for laying out lines and levels. The Contractor is to construct and maintain proper benches at the intersection of all main walls in order that the lines and levels may be accurately checked at all times. The Contractor shall provide suitable stones with flat tops and build the same in concrete for temporary benchmarks. All the pegs for setting out the works and NIRM likewise be built in such mortar and masonry at such places as NIRM may determine. Theodolite, levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary for the works shall be provided by the Contractors for their own use and for inspection by NIRM.

5. DRAINAGE ARRANGEMENT AT SITE

The Contractor shall be entirely responsible for the provision and maintenance of efficient drainage arrangement in the work site to lead off all water whatever pumped from the site, excavation or on account of rains, springs, or any other sources whatsoever. Flooding or ponding of water in the work site shall not be permitted under any circumstance whatsoever and the Contractor shall take all precaution to prevent the same by providing suitable pump and other dewatering arrangements at his own cost.

The cost of repairing damages, if any, to the work under execution or to any property of NIRM in and around the site shall be entirely borne by the Contractor when such damages are due to his non-compliance with the above conditions.

6. TRAFFIC INTERFERENCE

The Contractor shall conduct his operations so as to interfere as little as possible with the traffic. When interference to traffic is inevitable, notice of such interference shall be given to NIRM well in advance (at least 2 days). The Contractor shall take all precautionary and other measure, such as providing warning signals, temporary diversions, etc., all as directed by NIRM. The Contractor shall exercise full care ensure that no damage is caused by him or his workmen, during the operations, to the existing structures, water supply and power lines etc. The cost of any such damage and risks arising out of this shall be entirely borne by the Contractor

7. COMMENCEMENT AND COMPLETION OF WORK AND PROPER SCHEDULE

The work should commence in 7 days after issuance of work order, and the entire work is to be completed as specified in the WO. The period includes monsoon period also. Time shall be the essence of the contract.

The Contractor shall properly assess his capability and fully satisfy himself before tendering that he will be able to adhere to the specified time schedule.

The Contractor shall furnish to NIRM weekly progress report in triplicate on the Friday of every week. After the work is awarded, the Contractor shall furnish detailed time schedule/plan of work for the approval of NIRM which after approval shall form part of the contract and are to be strictly adhered to.



8. MAINTENANCE PERIOD

The maintenance period for the work shall be twelve months and any defects noticed during the period shall have to be rectified by Contractor at his cost, failing which the action taken for maintenance by NIRM shall be final over which the Contractor will not have any claim and commensurate amount will be deducted from the SD.

9. CO-ORDINATION WITH OTHER CONTRACTORS

The Contractor shall extend all co-operation to the other Contractors executing works such as civil, electrical, air conditioning and anti-termite treatment etc., who might be working at the site and shall permit them to use scaffolding etc., already put up by him to the extent necessary. The Contractor shall not be entitled to any extra payment on this account. The Contractor should note that NIRM will not entertain any claims from the Contractor for delay on account of lack of co-ordination with other Contractors. In case of any delay or work held up on account coordination, the Contractor shall be liable for levy of losses. NIRM will have the right to get item executed through other agencies.

10. SPECIFICATIONS

- a. Prior to the execution of the work, the Contractor shall check all specifications and shall immediately report all errors, discrepancies and / or omissions discovered therein to NIRM and obtain appropriate corrections/orders on the same. Any adjustment made by the Contractor without prior approval of the NIRM shall be at his own risk, each description of item in the schedule of quantities shall be read in conjunction with the specifications and the Contractor's rate shall be deemed to be for such complete work unless otherwise specified by the Contractor while tendering.
- b. Prior to submission for approval, the Contractor shall be responsible for thoroughly checking the requirements of the contract specifications and they fit with the overall building layout.

11. OPERATION AND STORAGE AREAS

All operations of the Contractors shall be confined to areas authorised by NIRM and the storage of materials shall be over sites specifically indicated by NIRM. The Contractor shall be obliged to keep the premises in hygienic conditions by proper drainage of the areas, provided with suitable approaches, throughout the period of contract. He shall rectify all damages caused to the NIRM/Government property within the area thus allotted. He shall be responsible to clear all vegetation at site at his own cost unless otherwise provided for in the contract with prior approval of NIRM.

12. TRANSPORTATION OF EQUIPMENT AND MATERIALS

The Contractor shall in proper manner transport all equipment and materials. It shall be the Contractor's responsibility to transport all equipment and materials to the job site at his own expense. When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by the Contractor. Any damage caused to roads, curbs, sidewalks etc., shall be repaired by the Contractor at his own expense.

13. No labour camp shall be allowed within the campus.

No labour camp shall be permitted within the campus. The contractor shall ensure that the



deployment of labour does not interfere with the normal functioning, safety, security, hygiene, or environment of the campus

14. INSPECTION

The work shall be carried out under the directions of NIRM subject to inspection by the representative appointed by NIRM to ensure strict compliance with the terms, specifications and conditions of the contract. Any failure on the part of NIRM representative during the progress of inspection of work to discover any defective work or to reject materials not upto the standards shall not be deemed to have been accepted and should not be construed as waived. Any defects noticed either during the period of construction or after issue of provisional handover upto a period of 12 months, the Contractor is liable to carry out all repairs/rectifications at his/their own cost to the satisfaction of NIRM.

Further in the event of the Contractor using substandard/inferior quality of materials which at future date is not susceptible to replacement, for structural reasons or otherwise and if concurrence is given for retention of such structure, NIRM will have necessary authority to recover a proportionate sum as per its discretion. In case the structure with the use of substandard or inferior material cannot be retained in the work as per the opinion of NIRM, portion or portions of such structure/work shall be dismantled and replaced with new parts by the Contractor at his own cost. Partial or entire occupancy of the premises by NIRM shall not be construed as the acceptance of the work or the materials incorporated in the work. No changes whatsoever to any provision of the specification shall be made without written authorisation from NIRM.

15. REMOVAL OF WORKMEN AND SUPERVISORY STAFF

The Contractor shall employ only such persons as are careful, skilled and experienced in their several trades and NIRM shall be at liberty to object to and require the Contractor to remove from the works any person employed by the Contractor who in the opinion of NIRM misconducts himself or incompetent or negligent in the proper performance of his duties and all such persons shall not again be employed upon the works without the permission of NIRM.

16. BILL OF QUANTITIES

Schedule of probable quantities in respect of the work and specifications are enclosed. The schedule of probable quantities is liable for alterations by omission, deduction or additions at the discretion of NIRM.

17. TENDER RATES

The rates quoted by tenderer in the schedule shall be inclusive of all taxes and levies payable under respective statutes, inclusive of all Taxes/Levies on components/ materials/ consumables and also taxes/levies on works contract in pursuant to constitution (forty sixth amendment) act 1982. Octroi duty and / or any other duty levied by the Government or other public bodies. The rates shall be firm and shall not be subject to exchange variations, labour conditions or any condition whatsoever except for the operation of clause 10c or 10cc, as the case may be, of the general conditions of contract.

However, pursuant to the constitution (forty sixth amendment) act 1982, if any further tax or levy is imposed by statute, after the date of receipt of tenders and the Contractor there upon necessarily



and properly pays such taxes, the Contractor shall be reimbursed the amount so paid, based on the final assessment. Provided such payment, if any is not in the opinion of NIRM (whose decision shall be final and binding) attributable to delay in execution of work within the control of the Contractor.

i) The Contractor shall keep exclusively for each individual contract entered into with NIRM, necessary books of accounts and other documents for the purpose of this condition as may be necessary and allow inspection of the same by a duly authorised representative of NIRM/Government and further shall furnish such other information/document as the NIRM may require.

ii) The Contractor shall within a period of 30 days of imposition of any further tax or levy, pursuant to the Constitution (forty sixth amendment) act 1982 give a written notice thereof to the NIRM that the same is given pursuant to this condition, together with all necessary information relating thereto.

iii) **Statutory deductions:** Where, in pursuant to statutes of appropriate government, it becomes obligatory to this Department to deduct Statutory Taxes from the amount payable to the Contractor would be deducted as per the relevant acts.

iv) The Contractor when called for by NIRM should furnish detailed analysis in support of the rates quoted by him against each item of the tender. NIRM reserves the right to utilize the analysis thus supplied in **settling** any deviations or claims arising on this contract.

v) Price escalation/alternation is not allowed during the execution and completion of the contract.

18. GOVERNMENT LABOUR LAWS

The Contractor has to follow strictly the Government labour acts, which are in force at present and all necessary arrangement for labour will have to be made by the Contractor.

19. VALIDITY OF TENDERS

The tender should be valid for minimum period of 90 days from the date of opening of technical bids. If any tenderer withdraws his tender within the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to NIRM, shall without prejudice to any other right or remedy be at liberty to forfeit the EMD.

20. MEASUREMENTS

Where mode of measurement is not specified the measurements will be taken at site as per latest IS code of practice for measurements. The Contractor or his representative shall accompany NIRM or his representative when required to do so and assist in taking the measurement and shall agree to the measurements recorded on the spot. The measurements for all works in general shall be measured as per the dimensions. All measurements shall be taken with steel tapes only. Necessary scaffolding, staging and ladders required for taking measurements shall be provided by Contractor at his cost, besides offering service of labourers for taking such measurements, who have been duly authorized by NIRM to take measurements then he should be bound by the measurements recorded by NIRM or his representative.



21. SAMPLES

Samples of all materials to be incorporated in the work shall be submitted to NIRM for his approval without claiming any extra cost. The approved samples shall be kept with NIRM till the completion of work. Materials being used not conforming strictly to the samples are liable to be rejected.

22. LIST OF MACHINERY

The Contractor shall along with the tender, submit a schedule of machinery to be used on the work in support of his assurance to adhere to the stipulated time schedule.

No damage should be done to the property of NIRM to the buildings or trees and if any damage so done, the Contractor is responsible for making good the loss according to the decision taken by NIRM.

23. MAKE AND OTHER DETAILS OF MATERIALS

The Contractor shall furnish a list of the makes and other details of various materials he proposes to use on the work, and this would be subject to the approval of NIRM.

24. LIST OF WORK CARRIED OUT BY TENDERERS

The tenderers shall also submit along with the tender a list of similar major works as also the approximate cost of each work carried out by them in the past and are being carried out for different Government Department or Public bodies or organisations along with the details of addresses of the agency to whom work was carried out.

25. SEQUENCE OF WORK

The sequence of work shall be generally as decided by NIRM taking into consideration other connected works.

26. SUSPENSE OF WORKS

The Contractor shall suspend the execution of work or any part or parts thereof, wherever called upon in writing by NIRM to do so and shall not resume work thereon until so directed in writing. The Contractor will be allowed an extension of time for completion not less than the period of suspension but no other claims in this respect for compensation or otherwise, however will be admissible.

27. STORE AND MATERIALS AT SITE

Stores and Materials required for the work are to be stored by the Contractors only in places to be indicated/approved by NIRM. NIRM shall have right at any time to inspect and examine any store and materials intended to be used in or on the works on the site or at any factory or workshop or other places where such stores or materials are being constructed or manufactured or processed or any place from where they are being obtained and the Contractor shall give such facilities as required to be given for such inspection and examination.

NIRM shall be entitled to have tests made at any approved Laboratory for any stores and/ or materials supplied by the Contractor who shall provide at his own expense all facilities (viz.,) arrangements required for taking samples, conveyance, packing, etc., which NIRM may require



for the purpose. Any stores and materials brought to the site for use on the work shall not be removed off the site without prior written approval of NIRM, but on final completion of the work Contractor shall at his own expense remove from the site all surplus stores and materials originally brought by him.

28. TOOLS AND PLANTS

The tools, plant and equipment brought to the site shall not be removed from the site without the prior written approval of NIRM. But on final completion of the work or the determination of the Contract/the default of the contract, the Contractor shall remove from site all his tools, plant and equipment (other than such as might have been provided by NIRM).

29. SUBSTITUTION OF MATERIALS

In the case of any changes required in the specification, execution etc., due to substitution of any materials proposed by the Contractor and approved by NIRM, all extra costs for making such changes or modifications shall be borne by the Contractor.

30. ELECTRICITY

Temporary electrical connection should be obtained by the Contractor for the work during its whole period of execution, at his own cost.

31. SECURITY REGULATIONS AT SITE

The Contractors have to follow strictly the regulations of NIRM at the work site regarding entry of personnel materials etc., and any other regulation that might be enforced from time to time. Contractor's personnel/workers should possess valid passes and should produce the passes to Security/NIRM authorities when demanded. Contractor's personnel/workers should not enter NIRM premises, other than those for which the passes are issued and also should not enter after/before working hours without obtaining prior approvals. Any person found in NIRM premises without authorized passes during, before or after working hours is liable for actions as per NIRM procedures and rules and may invite deduction of ₹500/- for each such default.

All materials and articles brought by the Contractor to the work site shall have to be declared at the security gate. Similarly, no materials shall be taken out from NIRM premises without proper gate pass which will be issued/caused to be issued by NIRM to the Contractor on written request. It is to be noted that loading of Contractor materials in vehicles and truck shall be done in the presence of NIRM/Representative. The Contractor representative will have to escort the materials till the security check is over and placed in safe location. Work on holidays and odd hours should be done with prior approval.

32. POWER OF ATTORNEY HOLDERS NOT TO BE PERMITTED FOR EXECUTION OF WORKS

It may be noted that the original Contractors on whom the work order is issued only shall carry out the work directly and they will not give any power of attorney for execution of the work for anyone else. As a special case, in case of partnership firm, one of the partners can carry out the work with due authorization, provided the partnership deed is to be submitted to NIRM. Similarly, in case of a Construction Company, Private Limited Company only the authorized signatory of the Company shall act and carry out the work. All such proposals must be made clear by the tenderer



while submitting the tender itself and get it specifically approved by NIRM. In case, during the execution if NIRM feels that the authorized signatory/authorized representative is not able to manage works, the authorized signatory/representative can be removed by NIRM.

33. CONTRACTOR'S ALL RISK INSURANCE POLICY (C A R)

The Contractors have to make good at their own expense the damages to site/machinery/workers/NIRM occurred due to any accident from any cause during the work in progress. For this purpose, the Contractor shall **have insurance covering all risks**. The third-party liability and Cross-liability shall also be covered under the policy. The Contractors are totally responsible to re-do the work due to the damages and hand over Site in acceptable condition to NIRM and await a letter from NIRM that the site has been taken over. Till such time, the Contractors are responsible for all the damages from any cause.

ADDITIONAL STIPULATIONS

34. Interpretation

In interpreting these conditions of contract, singular also means plural, male also means female or the other way around. Heading have no significance. Words have their normal meaning under the language of contract unless specifically defined. NIRM/authorised Representative will provide instructions/clarifying queries about the conditions of contract.

35. SIGNING OF BID/TENDER

The bid/tender shall contain no alterations or additions except those to comply with instructions issued by NIRM or as necessary to correct errors made by the bidder in which case such correction shall be initialled by the person or persons signing the bid/tender.

The original price bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder/tenderer. All pages of the bid where entries or amendments have been made shall be initialled by the person or persons signing the bid/tender.

Date:

Signature of Contractor with Stamp